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The Solicitors' Journal.

LONDON, JANUARY, 22, 1870.

THE COMMONERS OF BERKHAMPSTEAD have won a victory, but the fruits of it will scarcely satisfy their expectations. All that they have obtained by the decree of the Master of the Rolls is a declaration that the freehold and copyhold tenants of Berkhampstead Manor, inclusive of Northchurch, otherwise Berkhampstead St. Mary, are entitled to common of pasture and other commonable rights over the waste of the manor, including that portion which Earl Brownlow, the defendant in the suit, had taken steps to approve. The case is reported in the current number of the *Weekly Reporter*. The right, which was asserted for the tenants of the manor, to treat the whole common as a recreation-ground, was probably the main object of the suit, and has not been established, the evidence in support of it being entirely of modern date, and consequently insufficient ground on which to rest a claim by prescription. Had this right been successfully asserted on behalf of the tenants of the manor, we may imagine that the right won for them would soon have been practically, though not legally, won for the public.

A *public* right, in the sense of a legal title on the part of her Majesty's subjects generally, to exercise any liberties on any "common lands," is unknown to the law of England. Whether the time has not arrived for some legislative rearrangement of this matter, through which, whether by purchase or otherwise, some portions of these fast-disappearing commonable lands should not be dedicated to the public at large, may well be asked; but a very slight acquaintance with the history of English real property law will show that those limitations of the rights of the lords which attach to common lands are merely rights personal to the particular commoners in each case. "So excessive is the strictness of this doctrine," said Mr. H. W. Cole, Q.C., in an able paper on the subject which appeared some years ago in *Fraser's Magazine*,* "that grave discussions have arisen as to whether the commoners themselves, who have rights of pasture on the land, are entitled to go on it except for certain defined and special purposes; and if our old law books are to be believed, it has even been adjudged in ancient times that, though a commoner may go on the waste land to take his cattle to pasture, or even to see that the ground is in a fit state for pasture, yet he has no other business there, and will be guilty of trespass if his only object be the idle one of personal recreation. It is said that he may send his calves there to grass, but not his children to play." "Fortunately," continues Mr. Cole, "the common sense of landowners, and their instinct of self-preservation, have kept them from insisting with strictness on rights so extravagant, although our lawyers in ancient times were far too ready to concede their claims without sufficient examination. The intervention of Parliament has, therefore, not yet been felt necessary to correct what would otherwise have been an intolerable evil."

There may, however, by special prescription, be a right on the part of commoners to use the common land of a manor for purposes of recreation, though such right is *ex necessitate* a right purely personal to themselves, or, rather to their tenements. As, for instance, in the village-green case, *Abbot* v. *Weekly*, 1 Levinz. 176, where the Court of King's Bench upheld a prescription to dance upon the green; and in *Fitch* v. *Rawlins*, 2 H. Black. 394, where, on an action for trespass for breaking and entering a close belonging to the plaintiff and playing cricket therein, it was held that there might be a good plea of a custom for all the inhabitants of a parish to play at all manner of lawful games in the close of A., at all seasonable times of the year, whereas a plea of a custom for all persons not being inhabitants would have been void for generality. In point of fact, as Buller, J., remarked, that cannot be a custom which may be claimed by all the people of England, and is common to all mankind. If there be such a right, it is by the common law (as in the familiar case of a highway), and not by custom (Co. Litt. 110 b). The right, moreover, if such there be, must be exercised at reasonable times. In *Bell* v. *Wardell* (Willes, 202), a plea of a custom for all the inhabitants of a parish to walk and ride over a close in private ownership, was held to be no defence to an action of trespass for walking and riding over the close while the corn was standing. The Scotch and English law, in this respect, are identical. See *Dyce* v. *Lady James Hay*, 1 Macq. 305, and *Arlett* v. *Ellis*, 7 B. & C. 346. A right of way for the public across a tract does not necessarily confer the right of diverging therefrom, and wandering over or resting upon the tract itself.

In short, what are called the "rights of the public" in the matter appear to be moral rather than legal rights. The need on which they are grounded may have been small in the middle ages, and yet that fact is perfectly compatible with its being urgent in the second half of the nineteenth century. However strictly the law may in old times have denied in theory the existence of any *public* privilege, in practice there was an amount of actual freedom sufficient for the needs of a thinner population inhabiting a country of fewer enclosures. Since then cultivation has swallowed up thousand after thousand of acres until the few remaining wastes, which once were as a drop in a bucket compared with their similar environments, possess an enhanced value in the eyes of the lords of manors, who thereby become inclined to narrow to their strict legal dimensions, all rights operating in restriction of their own; while, simultaneously with this enhancement of the value to the lord of the manor, railway travelling has increased ten thousand fold the amount of injury which he is capable of sustaining from a liberty on the part of the public; and the crowding together of population in large towns has increased the necessity that the public should in practice possess such a liberty.

This appears most clearly in the case of open spaces in the neighbourhood of London and other large cities. And in these cases, too, is illustrated the fact that the commoners' rights are insufficient to secure the preservation of those open spaces. At present the public, though vitally interested in their preservation, are powerless to interfere by any civil process directed against the encroachment on or unlawful "approvement" of a waste; the right to complain in a court of law or equity is vested solely in the commoners of the waste, who may be ill-qualified or even unwilling to resist. Mr. Augustus Smith has earned the thanks of everyone interested in the fate of the "commons" of the realm, for the vigour and public spirit with which he has fought and won the battle of the Berkhampstead commoners; and it is another strong illustration of the drift of our previous remarks, that the battle which Mr. Smith has fought, has been that of these commoners and not that of the public.

THE COURT OF QUEEN'S BENCH, on Thursday, made absolute the rule for a mandamus to the Bridgewater Election Commissioners to compel them to grant a certifi-

* Reprinted. "Our Commons and Open Spaces." London: Longmans & Co. 1866.

cate to Mr. Henry Lovibond, a Bridgewater solicitor. The Lord Chief Justice, in the course of his judgment, censured very strongly the manner in which the commissioners, more especially Mr. Chisholm Anstey, conducted the examination of the witness. We approve entirely of this censure, for although the commissioners might despise the witness, that was no reason for bullying him or asking him utterly irrelevant and even incomprehensible questions. It may be remembered that the commissioners declined to examine Mr. Lovibond, after announcing to him that they intended to refuse his certificate; they allowed him, however, to make a statement, and it is now decided that this must be regarded as the statement of a witness. As the Attorney-General has announced that he shall now enter a *nolle prosequi* to the indictments pending against Mr. Lovibond, the matter will probably now drop, unless, indeed, the Commissioners should think fit to carry the case to a court of error.

As to Mr. Lovibond, he has escaped the penalty by confessing himself guilty. His own evidence convicted him of bribery, which may render him a fit subject for contempt, but not for persecution.

TWO RULES NISI have been obtained in the Common Pleas, to review taxation of costs under the following circumstances :—

In the first case the action was against the Brighton Railway Company to recover compensation for personal injuries sustained in the accident last summer at New Cross. The railway company admitted their liability, and the damages were assessed before the Secondary of London, and a verdict found for the plaintiff for £180. The plaintiff in due course delivered his bill of costs, and on taxation the Master allowed two fair copies of brief, &c., fees to both leading and junior counsel, and twelve guineas for "a good jury." It was contended that on a writ of inquiry the expenses of only one counsel should be allowed. The practice we believe is not uniform, as in the Common Pleas and Exchequer two counsel are generally allowed in such cases, and in the Queen's Bench only one. As it was thought advisable that some general rule should be established for the guidance of the Masters on this point, the application for a rule *nisi* was granted. It is to be hoped, however, that the Court will not lay down any rigid rule either way, for it would surely be better to leave the matter in the Masters' discretion in each particular case. In some cases of assessing damages two counsel are quite unnecessary, in others it would be very difficult to do with less, even though the sum ultimately awarded be not large. No better instance of this can be given than such cases as the present, where the nicest questions frequently arise out of the medical evidence, as to whether the injuries caused by the railway accident are permanent or not, and whether the symptoms observed are referable to the shock caused by it, or to other disease. The allowance of these fees is of course a matter of considerable importance to the Brighton Railway Company, owing to the immense number of claims arising out of the same accident, and assessed in the same way. A "good" jury is obtained, not as a special jury by side-bar rule, but by summons, and it may be that the costs of such a jury ought not to be allowed, because when the summons was granted the judge had no means of knowing whether the case was proper to be tried by a good jury or not, and there was no subsequent granting of a certificate as in the case of a special jury. The fees to a good jury vary, and are in most places much less than a guinea a head.

In the second case a Mr. Sinclair sued the Great Eastern Railway Company, whose engineer he had long been, for matters extending over ten years, involving eighteen distinct claims and many points of law. The action was referred to an eminent Queen's Counsel, who had awarded Mr. Sinclair upwards of £28,000. On taxation the Master, who considered himself bound by a rule to that effect, disallowed the fees to the plaintiff's leading counsel, and only allowed the ordinary fee to a junior; he also disallowed Queen's Counsel's fees to the arbitrator. If there be such a rule as the Master thought himself bound by, we suppose it is founded on *Hawkins* v. *Rigby*, 29 L. J. C. P. 229. But arbitrations now involve far greater sums of money than formerly, and there are many instances in which no human being could say that the case could be properly conducted before the arbitrator by one counsel only. The master should inquire into the nature of the case, and allow the fees accordingly. In these days of heavy arbitrations a hard-and-fast rule to allow for only one counsel in all cases is an absurdity, and no such rule is followed in the Queen's Bench or in the Exchequer.

THE APPEAL FROM THE DECISON of the Master of the Rolls in the case of *Re The Heyford Iron Works, Forbes & Judd's cases*, 18 W. R. 226, was heard on Tuesday by the Lord Chancellor and Lord Justice Giffard, and was dismissed without hearing the counsel for the respondents, the Court being of opinion that the case was distinguishable from *Pell's case*, 18 W. R. 31, and *Drummond's case*, 18 W. R. 2, and was really the same as *Migotti's case*, L. R. 4 Eq. 238. The distinction appears to be this—that in *Pell's case* the fully paid-up shares were taken by him directly from the company in payment for property handed over by him to the company in pursuance of an agreement which was not impeached; whereas in the cases of Messrs. Forbes and Judd, they took the fully paid-up shares from Mr. Pell, not from the company. This made the case equivalent to *Migotti's case*, which the Court of Appeal distinctly approved. The Master of the Rolls, it may be remembered, thought this distinction too fine.

ACCORDING TO THE *City Press*, the *Solicitors' Journal* lately, in setting forth "seven distinct classes of females who may trade in their own right in the metropolis," has committed itself to a "vague statement" calculated to "mislead innocent parties" by stating one of such classes to be "the wives of parties resident in London." It is very possible that many Londoners (we use the term in its widest sense) after reading our contemporary's paragraph, will carry away with them the belief that the "custom of London" as to the separate trading of married women is of far wider scope than it really is, imagining that they have our authority for believing so. We must, therefore, point out that we have made no such statement as that attributed to us. The misconception has probably arisen from an incorrect quotation or imperfect comprehension of a portion of an article recently published by us on the separate trading of married women generally (*ante* p. 170). We commenced by enumerating seven cases in which a married woman may carry on a trade or business; the enumeration extending over the whole range of English law and not being restricted to trading "in the metropolis." For instance, (1) as the agent of her husband; (2) where the husband is *civiliter mortuus*; (5) under a protection-order obtained pursuant to 20 & 21 Vict. c. 85. The third case was that of a married woman trading within the city of London. The reader who perused the recapitulation in question will be in no danger of mistaking this short note of the existence of a custom for a statement of what the custom is in detail.

In the *Liber Albus* the custom is set out as follows :—

"Where a *feme*, covert of a husband, useth any craft in the said city on her sole account, whereof the husband meddleth nothing, such a woman shall be charged as a *feme sole* concerning everything that toucheth the craft, and if the husband and wife be impleaded, in such a case the wife shall plead as a *feme sole*; and if she be condemned she shall be committed to prison until she has made satisfaction, and the husband and his goods shall not, in such a case, be charged or impeached."

This procedure can only be adopted in the City courts, though under certain circumstances the custom may be pleaded in the Superior Courts at Westminster; and on an

action against the wife, the husband must be joined, although if judgment be given against them, execution will only go against the wife or her goods (*Beard* v. *Webb*, 3 B. & P. 93). It appears also (Bacon's Abr., Tit. Custom) that to be within the custom the woman must be the wife of a freeman. This requirement is not mentioned in many of the cases on the subject; it would probably be assumed without mention that this custom of a city related only to the wives of citizens, *i.e.*, of freemen of the City.

Paragraphs are copied from one newspaper into another *ad infinitum*; we therefore make these remarks on a plain subject, to remove any possibility of further misapprehension. That there should have been any misapprehension at all, is an instance of the errors to which writers are liable when they separate a passage from its context, more especially when the subject is unfamiliar.

THE LAST MAIL FROM INDIA brings a rumour of a reduction, which is contemplated, in the number of the judges of the Indian High Courts, the total number of whom will be reduced by eight. Whether this reduction will impair the efficiency of the Indian High Courts or not it is difficult to foresee. The present number of High Court judges is, except in Bengal, by no means near the maximum limit enforced by 24 & 25 Vict. c. 104. Indeed, very soon after the High Courts were constituted by that Act it became necessary to increase the numerical strength of the Bench. By the 1st section of 24 & 25 Vict. c. 104, the Act for establishing High Courts of Judicature in India, her Majesty was empowered by letters patent to establish High Courts at Fort William in Bengal, at Madras and Bombay. By the 2nd section these high courts are respectively to consist of a chief justice and not more than fifteen judges selected from such persons as in the section mentioned. By the 16th section her Majesty is empowered to establish a High Court in and for any portion of her Majesty's dominions in India not included within the limits of the local jurisdiction of another High Court, to consist of a chief justice and such number of other judges as may be expedient. Under this last section High Courts have been established for the north western provinces.

In the presidency of Bengal, although originally little more than two-thirds of that number were appointed, there are now thirteen judges of the High Court.

As to the other presidencies Bombay will serve as an example. There, although the Act was passed in August, 1861, the High Court was not erected until the 26th day of June, 1862, when letters patent were issued for that purpose, and the court was ordained to consist, until further provision, of a chief justice and six judges, but the number was, on the 6th of July, 1863, increased to a chief justice and seven judges. Considering the multifarious jurisdiction of the High Court at Bombay the present number of judges does not seem too great, and perhaps the same may be said of the High Courts at Calcutta. Of course the motive of the reduction is economy, but economy at the expense of efficiency is not to be thought of in legal matters.

THE DIRECTORS of the London, Brighton, and South Coast Railway Company among other reasons for not paying a dividend, state, apropos of their costly New Cross accident, that a class of men has sprung up in the legal and medical professions, who make a trade of railway accidents and initiate and foster expensive litigation, making the system one of organised extortion. We have no intention of denying that gross claims are too often made, and with too much success, upon railway companies; but we do not know that the class who foster expensive litigation in the way above-mentioned are any worse than the medical men occasionally appearing as having been employed by railway companies to visit presumptive claimants and cajole them into a compromise.

OUR LAWYERS.

A foreigner, after glancing over the correspondence columns of our last few issues, would perhaps imagine the attorneys and solicitors' side of the legal profession to be in the winter of their discontent at their professional position. One murmur, however, does not make such a figurative winter, any more than one swallow makes an actual summer; and there is little hardihood in asserting that the mass of both branches of the law are perfectly content to remain in their present positions relatively to each other. Certainly one or two of the "murmurs" which we have been the means of transmitting to the world have passed considerably beyond the limits of a gentle *susurrus*. The topic of "amalgamation" between bar and solicitor is not a new one, but some of our late correspondents have introduced into it a new element which, to borrow a well-known Hibernicism, we are sorry to welcome. They write in a spirit of grumbling hostility to the bar, which, we are happy to say, is new to the amalgamation controversy. Hitherto it has been one of the attributes of the present system that bar and solicitors have co-operated with cordiality; indeed, the moment the two branches ceased to meet each other cordially in the discharge of their separate but kindred functions it would be no longer possible for them to get through their joint labours. We can discern no causes which should tend to disturb such cordiality, and have not as yet observed anything leading us to conclude that it has ceased to be the sentiment of each branch towards the other. The tone adopted by some of our late correspondents indicates of itself that they are advancing a position not shared by their professional brethren.

One gentleman speaks of the bar as "delighting to run down" the other branch, an assertion which it is needless to refute. We notice it, however, because we regard it as underlying an idea, not common, but which we have heard broached, that solicitors are regarded with strong aversion by the public generally, and that this is attributable to their position relative to the bar. In the first place the unpopularity of lawyers may be, and often is, excessively exaggerated. There are many stock jokes about the lawyer's cunning, his rapacity, his readiness to pocket his six-and-eightpence or his guinea as the case may be, but no one would seriously advance their existence as a proof that lawyers are held in low public estimation. A joke against a lawyer made in a drama will often "bring down the house;" all these things prove simply that the English nation likes its jokes, and the lawyers are good tempered enough not to mind them. Parsons and doctors and scores of others come in for similar witticisms, but we should no sooner think of attaching any serious weight to such a phenomenon than of arguing, on the strength of a certain employment of the word "cabbage," that dishonesty is popularly attributed to tailors. We glance frequently over the pages of various medical journals, but we do not find that the "general practitioners" take to heart the popular witticisms which describe them as making fortunes out of bread pills. Granted that lawyers are grumbled at more than those who purvey other wares to the public, the fact does not prove that the public holds lawyers in low estimation; it arises from the dislike which people have to paying money for no tangible or immediate advantage. If a man buys a coat, he has before him, or rather on his back, that for which he paid his money. Even that grand inquisitor, the dentist, does something tangible for his money, while the lawyer has done in nine cases out of ten nothing which the client can understand. People grumble at there being any law business which they cannot transact for themselves; add to this that no litigant ever believes that the failure of his case has been due to its own weakness, and you have accounted for an amount of grumbling which may sound loud but which means very little. The lawyer who hears most of it is *ex necessitate*, the one with whom the litigant comes into

direct contact, the solicitor; and finding that his clients, by trusting and employing him, show that they continue to regard him as a man of integrity, he passes it by with at most a good-humoured shrug. It has probably occurred to but few solicitors to take it to heart and ascribe it to a degraded social position attributable to exclusion from advocacy in the superior courts.

So far as the interests of the sister branches are concerned, the question now raised lies between a complete fusion, or none. Mr. Saunders, in his paper, lately printed by us, while arguing that attorneys should be permitted to argue in the superior courts and barristers allowed to see original clients, seems, if we understand him rightly, to treat the matter as total gain to the solicitors and a total loss to the bar. But such an alteration, if made, would result in simply this—that solicitor and counsel would be one; all barristers would be solicitors, and all solicitors would be barristers.

The real question is, whether it is to the interest of the public that there should be this amalgamation. Would the work be better done if the distinction were abolished? There is an *â priori* consideration, which, so far as it goes, is a reason in favour of the present system, and that arises from the fact that we as a nation have *gravitated* into separation of lawyers into counsel and solicitors. The present system is the result of no one legislative enactment; it took place silently and gradually in the course of practice, and that the separation should have so taken place is a strong reason for conceiving that it was found to be practically convenient.

Quitting the *â priori* consideration, the present separation of functions is convenient as a division of labour, and this is, and is conceded to be, the backbone of the question. As to this, the distinction at present is not only between the solicitor and the advocate—between the producer of the case and the mouthpiece by which it is to be hurled at judge or jury; the distinction between the expert in the theory of law and the expert in the details of its practice, is still more important. No man can be both, and be advocate as well. It is said that after amalgamation, there will still be this division of labour, by means of what may be called the partnership system, which really amounts to saying that the same want will be provided for in a less definite and more irregular way. Why then take away the present provision? Nor can we see our way to believing that under what may be called the system of partnerships, the work would be as well done as now. As is now the case in America, there would be in each firm a member doing the work which the solicitor, town or country, does now; and there would be also the theory-of-law member who would argue points of law, and advise upon theoretical questions; possibly, many firms would also possess the advocate member, devoting his attention to cases in which mere rhetoric was relied on to gain a verdict. It seems to us that the clients' interests stand a far better chance now, when the solicitor, after taking his instructions personally, can go into the open bar-market and employ whom he thinks most trustworthy to advise or to argue, than they would stand if, as would practically be the case, it were a matter of course that after Mr. A., whom we may call the solicitor partner, had had his conversations with the client, Mr. B., the other partner, should be entrusted with the brief or the case for opinion.

As to the argument that cases would be best argued by lawyers who had been in personal communication with the client, we demur to it unreservedly. In the first place, while days contain only twenty-four hours a-piece, it is quite one man's business to see clients, gently repress their prolixity, and extract from them the material to be worked upon, and quite another's to work up that material into an argument or an opinion. In the second place, we believe it to be a great mistake to suppose that it is an advantage to the advocate to have a personal knowledge of his client's case. He should know and appreciate, not all that there is to be known about the circumstances, but all that will be weighed by the Court or jury. As long as there are rules of evidence, there will be in every case, that by which the mind of the client himself or his partisan, or even anyone merely interested from personal contact with the facts, will be coloured, more or less unconsciously, but which is no part of the "case" as judge or jury will view it, and which the unsympathetic advocate, unbiassed by any such contact, has no difficulty in at once disregarding. The same to a lesser degree applies to cases for advice. We grant that there are occasionally cases in which an interview between counsel and the lay client is advisable; but in such cases there can always be, and usually is, a conference between the three.

America is cited as an instance of the success of the proposed amalgamation, but if our readers read as many American law newspapers as we do they would not incline to lay much stress on this instance. It is true the partnership system works there, but the results are inferior to our own. American lawyers do many things which are not done over here; for instance they advertise themselves in the newspapers, though we do not say that that results directly from the partnership system. The relation between the English bar and their clients is a singular one, but it is one which has worked well, and there is no reason why it should not continue to do so.

"LEGALISED CONFISCATION."

The land-law of the sister island is just now a popular topic, but the reader who anticipates from the present article an entertaining discussion garnished with any of the popular shibboleths will be sadly disappointed. We are only going to draw attention to an Irish litigation of a singularly unfortunate description—quite as important as anything that has been printed for the last six months on fixity of tenure or the reverse.

Some time since there appeared in the Irish papers a letter from a Mr. Newton, the solicitor or agent of the Earl of Lanesborough, headed "The Magic of Red Paint." The story told in that letter may be shortly stated as follows:—Some time since a Mr. Tottenham's estate was sold in the Landed Estates Court, and a Mrs. Reilly purchased lot 28. This lot was accurately described as to abuttals, and otherwise, in the particulars of sale, and rightly stated to contain 16a. 3r. 26p. Abutting on this lot was a piece of waste ground belonging to Lord Lanesborough, containing about 1r. 21p., which was, however, of some value for frontage, as it abutted on the public street of the town of Newtownbutler. The map attached, and the rental published by the court, and which are submitted to the inspection of adjoining owners, rightly showed Lord Lanesborough's boundary, and that being so, his agents troubled themselves no more about it. The conveyance to Mrs. Reilly rightly described the parcels as containing 16a. 3r. 26p., and it was not disputed that she bid and paid for this quantity, and no more. By a mistake, however, of the draftsman employed by the Board of Works to prepare the map attached to this deed (which forms part of the description of the parcels), the red colour, which was used to specify the land conveyed, was extended over the 1r. 21p. of Lord Lanesborough's land, so that while the body of the deed described the parcels as containing 16a. 3r. 26p., the map showed them as containing 17a. 1r. 7p.

Some two years after the date of the conveyance to her Mrs. Reilly took possession of and attempted to enclose this extra piece of land, whereupon Lord Lanesborough brought an action of trespass against her, but at the trial Monahan, C.J., directed the jury that the map was conclusive evidence of what had been sold by the Landed Estates Court, and that the defendant had a Parliamentary title to this disputed land; and this ruling was upheld by the Court of Common Pleas.

Lord Lanesborough thereupon applied to the Landed Estates Court itself to correct its own error, and reform

its conveyance by taking away from Mrs. Reilly that which it had never meant to give her, and she had never intended to purchase; and Lynch, J., thereupon made an order directing Mrs. Reilly to bring the deed into court to be reformed, and to convey the extra piece of land back to Lord Lanesborough; but on appeal this order was reversed.

We confess that when we read this story in the papers we had some doubts whether the writer had not kept back some facts, which might have seemed to him not to be material, upon which the Court might have found negligence or acquiescence on the part of Lord Lanesborough, or some other special ground for sustaining the map in question; and we waited, with some anxiety, to hear the other side of the case. The case has, however, been reported in the current number of the *Irish Reports*,* and it appears from the report that the writer told "an ower true tale," and the extra information afforded by the report seems to us to make this travesty of justice even more glaring.

It appears that neither Mrs. Reilly nor her solicitor had the least idea that the premises in question were being conveyed to her, and that she did not find it out till nearly two years after the date of the sale, and that the error, such as it was, was the error of the officers of the court, and of them only. The order of the court below, indeed, recited that the carriage of procuring the map had been intrusted to her, but the Court of Appeal refused to give credit to this recital, stigmatising it as a gross breach of duty on the part of the Court, if true, and stating that it did not appear to be founded on fact. But then their Lordships went out of their way to declare their opinions, not only that there had been no fraud on the part of the purchaser, which seems to have been proved, but that there were no circumstances connected with the case entitling Lord Lanesborough, as against the purchaser, to relief in a Court of Equity, a point on which we beg most distinctly to differ from their Lordships.

The judgment of Lord Chancellor O'Hagan went so far as this, that no matter under what circumstances a purchaser has, without personal fraud or express trust, obtained a conveyance from the Landed Estates Court, no equity can exist to fasten a trust upon that purchaser's conscience; and though Lord Justice Christian does not lay down the law quite so broadly as this, what he does say is equally opposed as well to natural justice as to the recognised doctrines of our Courts of Equity. The judgment of the learned Lord Justice is very Irish; it is throughout a furious indictment of the Act constituting the court, which he describes as "a special tribunal, with power hitherto unknown to the law, and especially shocking to the prepossessions of the British jurist." The measure itself he characterises as "prodigious," and quotes, with evident approbation, the opinions of those who describe it as "revolution—confiscation—a new Cromwellian settlement—*experimentum in corpore vili*—insult, which no Government could dare to offer to any other part of the Empire, nor even to this, if men of might or authority were in its high places;" and he then, as if expressly for the purpose of exposing the Act to odium, proceeds, as it seems to us, to push it to a length, certainly not required, probably not even warranted, by its terms. This purpose indeed, seems not indistinctly shadowed forth in the concluding words of the introduction to his judgment. After the passage to which we have already referred his Lordship states shortly the history of the legislation on the subject, and then proceeds in these words:—"To apply to cases of individual grievance, wrought in the working of such an engine as I have sketched, sentiments and language which might have been appropriate if confiscation had not been legalized, and to do so for the sake of setting up a jurisdiction for the redress of such grievances, though the distinctive policy of the measure required that, if unhappily permitted to occur, they should be absolutely irremediable, is simply to blind oneself alike to the legislation and to the history of the period.

"The present case brings out in strong relief the features of what I have ventured to designate as *legalised confiscation*."

After stating the facts of the case to the effect already mentioned, his Lordship proceeds: "Under these circumstances two questions present themselves; one of great magnitude—the other comparatively a small one. The first is this. Is it within the competency of any Court of Equity in the Empire, up to the House of Lords, to oblige the purchaser to part with what the judgment of the Common Pleas tells us her conveyance has vested in her; and to do so upon the ground of mistake or miscarriage in the Estates Court proceedings which led up to that conveyance? The second and lesser question is: supposing the first to be answered in the affirmative, is the Estates Court itself one of those to which such jurisdiction belongs?" and after a most careful examination of the well-known case of *Errington* v. *Rorke* (7 H. L. 617), he answers both the questions in the negative; the first "with reserve;" the other, on which he says he "desires to rest his judgment," with confidence.

We venture to submit, with unfeigned respect for so high an authority, that this last is the only portion of these proceedings which is sustainable in principle, or governed by decision. It cannot, we think, be denied that the decision of the same court in *Re Walsh's Estate* (15 W. R. 1115, I. R. 1 Eq. 399) is completely on all fours with this case; and we are not disposed in any manner to cavil at that decision. That, however, goes no farther than this; that once the Landed Estate Court has executed and issued the conveyance it is *functa officio* in respect of the land, and can no more recall and amend its conveyance, however inaccurate, than any other grantor could do of his own unsupported authority, if he had unwittingly put his hand to a larger grant than he had intended. *In Re Collis's Estate* (14 Ir. Ch. 511) seems to show that so long as the deed remains in the possession of the court, not actually delivered over to the purchaser, the court retains jurisdiction to rectify it; and *In Re Goold* (2 Ir. Jur. N. S. 387) contains a *dictum* of Chief Commissioner Martley to the same effect. But it may now be taken as settled, in the words of the late Baron Greene,* that "so long as the process of selling is *in fieri* their jurisdiction, (*i. e.*,—of judges of this court) exists; but the moment that process is ended by the conveyance, they are *functi officio*." We agree, therefore, that Judge Lynch had no jurisdiction to make the order appealed from, and that the Court of Appeal was bound to discharge it; and this whether the policy of establishing this court was, as the Lord Chancellor seems to think, "wise and beneficial," or, as the Lord Justice not obscurely intimates, "a mistake and an anachronism"—"a wholly indefensible anomaly," one of the worst instances of confiscation that has ever disgraced British legislation, "even for Ireland."

But when we have said this, we have said all that we can in favour of this case; it seems to us to have miscarried in every other particular. Of the *morale* of the question, as regards the conduct of the purchaser, we need hardly speak; it will be sufficient to quote the following passage from the judgment of Lynch J., which seems to us to disclose the true ground on which this case is distinguishable from all the cases which have preceded it. His Honour says† :—Mrs. Reilly being herself in possession of the property purchased, no act was required to be done beyond executing the conveyance, and, therefore, no act was done that could be the least notice to Lord Lanesborough of the fact that part of his estate was wrongly conveyed with a Parliamentary title binding him. Mrs. Reilly, by her own acount, found subsequently

* I. R. 3 Eq. 528.

* 6 Ir. C. L. 302. † I. R., 2 Eq. 381.

that her map, in excess of the property purchased, gave her a bit of the adjoining estate. She pretends no honest right to this property; she does not even insinuate that she ever believed that it was right for her to get it. Instead of honestly asking herself—"What right have I to get and keep my neighbour's property," she goes to a lawyer to be advised if she can keep property filched from an adjoining owner by the oversight of the officer who made a mere scrivenery mistake in carrying out the contract of the completion, of which her solicitor had the carriage."

These facts—and they are not denied or explained—would, we think, be amply sufficient to show that a bill to have the purchaser declared a trustee of this land for the deprived owner, and for a conveyance thereof to him, would lie, and ought to be successful; so that, if Lord Lanesborough had taken, or were now to take, that course, the Court of Chancery would be found both able and willing to redress the wrong. Of course, in the face of the *dicta* contained in the judgments delivered in this case, Lord Lanesborough could not be advised to file such a bill, unless he was determined, if necessary, to carry the case to the House of Lords.

The distinction between this case and that of *Errington* v. *Rorke*, the late case of *Power* v. *Reeves* (10 H. L. 645), and the other cases in which an innocent owner has, without any negligence on his part, been deprived of his property by the error, haste, or carelessness, of the Encumbered Estates Commissioners or their subordinates, (and we have known of several such cases, though none where the error was of any great magnitude,) lies in this—that in all the prior cases the case of the purchaser was as completely *bonâ fide* as that of the owner, and thus the very case arose to which the Act was intended to apply—viz., a *bonâ fide* purchase of a bad title for valuable consideration without notice. The very object of the Act was to make such titles good, and we agree that, although the mistake in his case bore far more oppressively on the defendant in *Errington* v. *Rorke* than the mistake here does on Lord Lanesborough, he was utterly without redress; because Errington had *bonâ fide* bought and paid for, and obtained a statutory conveyance of, his land without notice of his claim. How does that apply to a case where the purchaser never bought or paid for the land at all? If, indeed, Mrs. Reilly had sold this land to a *bonâ fide* purchaser without notice a different question would have arisen, but how any man, above all any man so conversant with equity as Lord Justice Christian, could suppose that any Court of Equity would hesitate, if not to rectify the conveyance on the ground of mistake, at any rate to fix her with a trust for the true owner, passes our comprehension. We grant that there was (at least, except in persisting in such a claim) no fraud, legal or moral, in the case; but mistake is just as good a ground of equity as fraud, and in this case the mistake was admitted, and was—what did not exist in any of the cases relied on—common to *all* the parties.

But further, we cannot help thinking that the judgment of the Court of Common Pleas was wrong in the first instance. But this leads us into a somewhat lengthy discussion, which we must reserve till next week.

THE BANKRUPTCY RULES.

III.

It remains for us this week to deal with that portion of the new rules which deals with the two kindred subjects of Liquidation by Arrangement and Composition. These two modes of settling matters between a man and his creditors are essentially distinct in character, a broad distinction between them being that the first is only a mode of carrying into effect the leading principles of the Bankruptcy Laws, though without many of the consequences of actual Bankruptcy; while the second is an entire departure from all the principles forming the basis of the Bankruptcy system. It has followed that whenever, under any name, the plan now called Liquidation by Arrangement has been tried, whenever that is to say, there has been a complete *cessio bonorum* on the part of the debtor, the property to be distributed among his creditors as in Bankruptcy, no great difficulty has been found in the working. But, as most of our readers know but too well, the working of any system of composition arrangements has hitherto been extremely difficult in execution and eminently unsatisfactory in result. We greatly fear that the provisions of the new Act will meet with pretty much the same fate as their predecessors.

Our readers are no doubt acquainted with the scheme of liquidation by arrangement, the outline of which was sketched out by the Act. It provided that, instead of being necessarily thrown into the Court of Bankruptcy, an insolvent debtor might call a meeting of his creditors, at which, by special resolution, it might be resolved to liquidate his affairs by arrangement, a special resolution being a resolution supported by a majority in number and three fourths in value *of the creditors present, personally or by proxy, at the meeting*, creditors for not more than ten pounds being counted in estimating the majority in value but not the majority in number. A trustee and inspector might likewise be appointed. The resolution and a statement of assets and liabilities were to be registered, the registrar having first satisfied himself that all had been done duly as the law required. The property was thereupon to be distributed in the same way, and the trustee to have the same powers, as in bankruptcy. But no discharge of the debtor is to follow as of course from these proceedings; it can only be granted by a further special resolution of the creditors. This is, in short, a bankruptcy without a discharge of the debtor, except by the will of the creditors. Such a system in the hands of hostile creditors would probably prove decidedly less favourable to a debtor than an ordinary bankruptcy, while in the hands of easy and friendly creditors it would be very apt to be otherwise. Everything therefore depends upon the constitution of the meeting of creditors by which the necessary special resolutions are to be passed,—that is the key to the whole position; for the majority by which everything is to be decided is to be of the creditors present or represented, not of the whole body of creditors. It is as to this point that everybody will look with most anxiety to the Rules. The effect of the Rules upon this subject is this:—The proceedings are to commence by the debtors' filing a petition for liquidation in the Court which would have had jurisdiction over him in case of bankruptcy. A general meeting is to be held within a month, to be summoned in a special way. The debtor is to deliver to the registrar a written request to issue the notices together with the notices themselves which are to be issued. He must also deliver a list of creditors; and the registrar is to take care that this list and the notices correspond, and then to issue the notices by post fourteen days before the meeting. Notice is also to be published in the *Gazette*. There is provision made for rectifying the list if any omission has occurred; but we find no provision requiring the list to be sworn to by the debtor, nor any provision for remedying any injustice done if a creditor be omitted from the list, and so have no opportunity of being heard till after the first general meeting. By sec. 127 of the Act the registration of a special resolution is, in the absence of fraud, to be conclusive evidence of all the statutory requisites having been complied with. Nothing but experience can decide positively whether these provisions are sufficient to prevent the packing of the first meeting of creditors by omitting to give notice to some of the creditors. But probably in the case of liquidation, where the whole property is to be distributed, and the chance of any benefit to the bankrupt and therefore the temptation to fraud, so slight, they may prove to be so.

A far more serious matter has to be dealt with when we come to composition arrangements. Composition deeds, the litigation to which they have given rise, and the frauds perpetrated under cover of them, have been the opprobrium of the Bankrupt Laws hitherto in force. Now, for the first time, we are in a position to form some idea as to how far the new system will remedy those evils. The matter has of course to be looked to the more closely, because a composition arrangement is the hope of every fraudulent or reckless debtor; and the inducements to fraud, and the probability that frauds will be attempted in respect to composition arrangements, are enormously strong.

Under the system in force until the beginning of the year, such arrangements were made by deed, which deed was to be assented to by a fixed majority in number and value of all the creditors, and then registered and *Gazetted*. It thereupon became binding upon all creditors. No creditor could effectually assent till he had proved his debt, and with the deed a list of creditors had to be deposited. But the fatal vice of the system lay in the privacy of the proceedings. Up to the moment of registration no publicity was provided for. The assents of creditors might be obtained, and, in fact, we believe almost always were obtained singly and in private; there was no opportunity for concerted action, no means by which creditors opposed to the arrangement could make their voice heard against it, or test its *bonâ fides*. There was no provision that they should have any notice of it even after its completion, for, of course, a mere notice in the *Gazette* is no real notice to ordinary people; and the first that a creditor often heard of a composition deed was finding it pleaded in answer to an action for his debt. This secresy was probably the main source of all the frauds connected with composition deeds. The vast litigation of which they were the subject turned upon two classes of questions; as to one of which the whole of the litigation might, we think, well have been avoided, while as as to the other, it was, we believe, the almost inevitable consequence of the adoption of the composition system. One large class of decided cases has to do with the external conditions to be complied with to give validity to a deed—the assents of creditors, registration, and so on. Another class has to do with the substance, the actual provisions of the deed itself, their equality, reasonableness, and so on.

Under the new system, where a composition arrangement is contemplated, the proceedings will commence with a petition by the debtor, to be presented as in the case of liquidation by arrangement. This is to be followed by the summoning of a general meeting of creditors, the process being the same which we have already described in the case of liquidation. The main difference, so far, between the two processes is that provided by the Act; that in the case of a composition, the resolution adopting it must be first approved by a majority in number and three-fourths in value of the creditors at one meeting, and afterwards confirmed by a majority in number and value at another. The request for the first meeting, as in the case of liquidation, must be accompanied by the deposit of a list of creditors, and a list of debts and assets must be produced by the debtor at both the first and second meetings. No one is to be at liberty to vote as a creditor without having proved his debt. The question then is, whether these provisions are sufficient to guard against the class of frauds which were so disgracefully common under the older system. On the whole, we are inclined to think that they will be found far better than the former state of things. It would not be difficult to suggest weak points in the armour, points at which an ingenious and dishonest debtor might find room for fraud; but we think the Rules will practically secure, either that all creditors shall have notice of the meeting at which the composition resolution is to be adopted and confirmed, and so shall have an opportunity of making themselves heard against it; or else that, if any creditors are omitted, they shall not be bound by the arrangement; for only creditors mentioned in the list presented by the debtor at the meeting of creditors will be affected by the composition.

The next defect, as we pointed out, in the old system was the amount of wholly unnecessary litigation upon questions affecting merely the formal requisites of deeds of arrangement. As to this, it is plainly desirable that all questions of such a nature, which are generally questions of fact easily decided by a very little inquiry, should be disposed of once for all at an early stage of the proceedings. The 127th section of the Act enacts that the registration of the extraordinary resolution for the acceptance of a composition shall, in the absence of fraud, be conclusive evidence that the resolution was duly passed, and all the requisitions of the Act in respect of it complied with. But the registrar before registering the resolution is to make inquiry whether it has been duly passed, and may hear any creditor who has given notice of his desire to be heard. Of course, it is of all things the most dangerous to venture a prophecy as to the way in which the the courts will construe any provision of an Act of Parliament, and especially a Bankruptcy Act. But probably the result of the section we have quoted will be, that all matters relating to the sufficiency of the assents and all kindred questions will be tried once for all by the registrar, and finally concluded by registration. And, though the registrar's investigations are not likely in general, we fear, to be very profound or searching, and many resolutions will probably be registered which ought not to be so, we believe that this change will be of great service. It is an evil that any irregularity should be allowed, or any provision evaded with impunity. But the risk of this is nothing compared with the scandal of having judges and jurors, and counsel and attorneys, and witnesses spending long days inquiring, at enormous expense, whether the assents of creditors were all right in form, and whether the total debts were a thousand pounds, so as to make the majority sufficient, or a thousand and fifty, so as to invalidate the arrangement; and having this repeated as many times over as there were debts to be sued for.

The other and more serious class of litigation which used to arise under the old Act was upon questions affecting not the form of the arrangement or the mode of entering into it, but the actual terms of the arrangement itself. How, then, will it be with regard to such questions under the new Act? As to this, when we remember the course taken by judges in working the Act of 1861; the infirmities of judgment, of will and of temper which they showed; the narrow, rigid, and actually hostile spirit in which they dealt with the Act for the first few years of its life, and the liberal and friendly spirit with which they afterwards treated it; the studious effort at first to confine its operation within the narrowest possible limits, and afterwards to extend it as widely as possible—when we remember all this we shall certainly not venture to prophesy with any confidence what they may think fit to do with the new Act; we can speak only with much hesitation. Under the Act of 1861 the judges held, and we think rightly, that they could not give effect to a deed as against non-assenting creditors unless it were for the equal benefit of all the creditors. The new Act says merely that the requisite majority may agree to accept a composition in satisfaction of their debts, which agreement shall be binding upon all the creditors named in the debtor's list. If then the judges apply the same reasoning to this Act as to the old Act, they will still insist upon equality. And all the objections on the score of inequality which could arise under the old system will arise under the new. But under the Act of 1861 the judges went further; they insisted that the provisions of a deed should not only be equal, but that they should also be reasonable. After seven or eight years' reflection they found out that this was all nonsense. Now and then the spirit of mischief revived, the recollection of the

keen enjoyment they had once found in playing football with Lord Westbury's Act recurred, and some judge again started the notion of unreasonableness. But on the whole the doctrine of reasonableness was rapidly dying, if not absolutely dead, when the act which it concerned was repealed. Will it be revived under the new Act? It is impossible to say. As far as the Act itself is concerned we should be inclined to say, with some confidence, that it would not. But the Rules are a very different matter. The Act merely says that a composition may be accepted in satisfaction. Rule 281 goes further and says that the resolution may provide for embodying the arrangement in a deed with covenants, amongst other things, *for protecting and releasing the debtor*. Now it is one thing to agree to accept a composition in satisfaction of a debt, and another thing to agree to a composition and release the debtor. If, therefore, this rule be not *ultrâ vires*, it goes far beyond the Act. But we would refer especially to rule 287. By that rule if a compounding debtor be indebted severally, and also jointly with some one else, the statutory majority is to be a majority of the whole of the joint and several debtors taken together; but the terms agreed to as to the joint and several debts need not be the same; they may provide for a composition on the separate debts and leave the joint debts unaffected. If this be taken without qualification, there is nothing to prevent a majority composed wholly of joint creditors arranging that a composition of a shilling in the pound shall be paid to the separate creditors, while their own joint debts remain unaffected. How is it possible then to avoid inquiring into the reasonableness or propriety of the arrangement come to?

On the whole it seems to us that there is likely to arise as much litigation upon the composition clause of the new Act as there was upon section 192 of the previous Act. But as we have said, much depends upon the spirit in which the judges are found to deal with the new Act, which, after the experience of the last eight years, we dare not attempt to foretell.

RECENT DECISIONS.

EQUITY.

GROUND FOR WINDING-UP.

Re European Assurance Company, V.C.J., 18 W. R. 9.

We commented on this case so fully at the date of the judgment (13 S. J. 996), that we now need only recapitulate the main features of the decision, which is an instructive one as to shareholders' petitions to wind up.

Imprimis there is a minor point not noticed in the reports which deserves a passing notice. The case decides that where the deed of settlement of a company contains a proviso that the company shall not seek to dissolve itself till certain meetings shall have been held, even a shareholder who has actually executed the deed is not precluded from seeking the aid of the general law before the proceedings in question have been taken. Therefore if articles of association contain a similar provision, any shareholder, even a promoter who signed the articles, may yet present a winding-up petition without waiting for any meetings. But we apprehend that a petition by the *company* would be premature.

The Court may by section 79 of the Act of 1862, wind up any company when the company has been proved "unable to pay its debts." A company is, by section 80, to be considered unable to pay its debts whenever it has made one of certain specified defaults, or whenever the Court considers that upon the evidence it has been proved unable to pay its debts. In addition to this the company may be wound up whenever the Court considers it "just and equitable" that it should be so. And *Spackman's case* (1 M'N. & G. 170), rules that this addition means something *ejusdem generis* with the other tests, and it may be taken to mean the other tests repeated, but with considerable latitude of discretion to dispense with the strictness of their requirements. The word "debts" in the clauses relating to actual defaults refers of course, to debts actually accrued due; "debts" in the general phrase, "unable to pay," includes liabilities of all kinds, whether actually present demands or future or contingent liabilities. And, therefore, in considering whether the evidence shows a company unable to pay its debts, the Court takes every liability of every sort into consideration. In the case of an insurance company, Vice-Chancellor James tells us the Court considers whether or not on that particular day the assets cover those liabilities. But the Court has nothing to do with the direction in which the company's affairs are going: it has nothing to do with the question whether, transacting its business as the company now transacts it, it is likely to be solvent a few months hence; and still less to do with any question as to liabilities under future contracts or policies, which may be anticipated to be undertaken if the course of its business be continued.

In reckoning up the amount of a company's assets the Court will count the uncalled or unpaid capital; and will also, we imagine, be prepared to go into evidence tending to show that the full amount unpaid cannot be realised. The latter view is reasonable; it is not inconsistent with the remarks of Lord Cottenham in *Spackman's case*, and seems expressly contemplated by Vice-Chancellor James in the case before us. But the Court would probably require conclusive evidence as to shareholders' inability to pay before it would consent to estimate the unpaid capital at less than its nominal figure, and Vice-Chancellor James declined to take any notice of the fact that a recent call had realised only in the proportion of five to seven.

COMMON LAW.

APPEARANCE BY DEFENDANT "IN PERSON"—COMMON LAW PROCEDURE ACT, 1852, S. 31—APPEARANCE ENTERED BY AGENT NOT AN ATTORNEY—PRACTICE.

Oake and Another v. *Moorcroft*, Q. B., 18 W. R. 115.

This case decides that an appearance by a defendant "in person" may be entered in the books kept at the Master's office for entering appearances by any agent of the defendant in the defendant's absence, although such agent is not an attorney. Of course the appearance must be in the defendant's name only, as if he had personally entered the appearance himself; the agent's name cannot appear at all.

This decision will doubtless save trouble in many cases to defendants who defend in person; but it is a somewhat dangerous principle to adopt. The theory which regulates the conduct of legal proceedings at present is, that everyone may conduct his own case in person throughout all its stages (criminal proceedings are no exception to this rule, because a criminal proceeding is between the Sovereign and the accused, and not between the prosecutor and the accused); but if he wish to employ an agent, he must engage the services of those who are allowed by law to act as agents in legal proceedings—viz., attorneys or barristers. The reason of the rule is obvious. Without some such provision there would be a number of agents who had given no guarantee of respectability or fitness for their business, and the whole administration of the law would be likely to suffer if it fell into the hands of such unfit persons.

If the principle of *Oake* v. *Moorcroft* is followed some serious inconvenience may be the result. If a defendant may enter an appearance "in person" by any agent he chooses, he may also take any other step in the action by the same agent, who might practically have the whole conduct of the action as if he were an attorney, only the agent's name would not appear, but only that of the party to the suit. This would, of course, apply to plaintiffs as well as to defendants, and might, as we have said, become excessively inconvenient.

It is possible that the principle of this decision might be restricted to the case of entering an appearance only,

and, if so, no doubt little or no harm is likely to ensue. If, however, the principle is to be thus restricted, was it wise to adopt it at all? There is good ground for thinking that a contrary decision would have been better, although it might have caused inconvenience in that particular case. The safest course is for the officials of the courts to recognise only two classes of persons in the conduct of litigation—viz., the litigants themselves, and the duly authorised attorneys of the litigants.

REVIEWS.

Shelford's Law of Joint-Stock Companies. Containing a Digest of Case Law; the Companies Acts, 1862, 1867, *and other Acts Relating to Joint-Stock Companies; the Orders made under those Acts to Regulate Proceedings in the Court of Chancery and County Courts, and Notes of all Cases Interpreting the above Acts and Orders.* Second Edition, much enlarged, and bringing the Statutes and Cases down to the date of Publication. By DAVID PITCAIRN, M.A., and FRANCIS LAW LATHAM, B.A., Esqs., Barristers-at-Law. London: Butterworths. 1870.

The former edition of Shelford on Joint-Stock Companies was published six years ago. Since that time the Companies Act, 1867, has supplemented the Act of 1862, and the case law on the subject has been fixed and crystallised by decision after decision to a really extraordinary extent. For instance; the *Overend & Gurney* and *Reese River* and other cases have established a sharply-defined rule as to the position of duped shareholders with regard to the companies creditors; another class of cases has made intelligible, so far as anything hinging on an absurd section can be made intelligible, the law as between transferors and transferees in face of a winding-up. *Grissell* v. *Bristowe*, *Coles* v. *Bristowe, et id genus omne*, have cleared up all questions as between vendors, purchasers, and stock-brokers or jobbers; and an almost countless efflux of decisions has defined rules as to when the Court will or will not compel a winding-up, regulated details of practice as to liquidation, &c., &c. In short since the last edition almost a new law had come into existence. Shelford's Law of Joint-Stock Companies was always considered a useful book, and hence, perhaps, the present new edition. In point of fact, however, the work is little more than nominally a second edition. The editors have had so large a mass of new law to deal with that the result is really the *editio princeps* of a new work.

The work consists of two parts. First an original account of the law of joint-stock companies, in seven chapters, headed respectively—(1) Formation and incidental matters; (2) Contracts relating to issue of shares; (3) Management; (4) Personal rights and liabilities of directors; (5) Membership, and status, rights, and liabilities of members; (6) Nature of shares as property; (7) Contracts relating to sale and purchase of shares,—with an introduction; and secondly, the Acts of 1862 and 1867, and all forms, orders, and rules (including such county court rules as have been thought relevant). The material rules of the Stock Exchange are given at the end of chapter seven.

It appears that Mr. Latham, who is known to the profession as the author of a very good little work on window lights, was originally engaged in preparing the present edition of Shelford, but leaving for India when his task was scarcely half finished, the work has been completed by Mr. Pitcairn, on whom, therefore, has rested the main burden.

After a careful examination of this work we are bound to say that we know of no other which surpasses it in two all-important attributes of a law book: first, a clear conception on the part of the author of what he intends to do and how he intends to treat his subject; and secondly, a consistent, laborious and intelligent adherence to his proposed order and method. All decisions are noted and epitomised in their proper places, the practice-decisions in the notes to Acts and Rules, and the remainder in the introductory account or digest. In the digest Mr. Pitcairn goes into everything with original research, and nothing seems to escape him. In epitomising the law as to corporate misrepresentations he comes across an old question which has not been raised in the equity courts for many years, and upon which there was some judicial conflict. We mean the question how far misrepresentations published in *reports*, which, nominally, at any rate, are addressed to the members of the company alone, can be made a ground for avoiding his share contract by a person who, in point of fact, was entrapped by such misrepresentations? In 1866 we ourselves discussed this point at some length, and as there has been no subsequent decision may refer to our then remarks (10 S. J. 806) as containing an exact account of the result of decision on the subject. Mr. Pitcairn's view coincides with ours—viz., that the party deceived by the report would have a right to treat it as a misrepresentation made to him by the company. But it is material to bear in mind that the late Lord Justice Turner considered, in *Nicol's case*, 7 W. R. 217 (which was not reversed on *this* ground), that the mere advertisement of reports in the papers was not to be held a communication of them to the shareholders, a view to which Vice-Chancellor Kindersley reluctantly yielded in *Barrett's case* (13 W. R. 541). With very great deference to the late Lord Justice we cannot for our part subscribe to his view; the fact of his having declared it is, however, a thing to be noted. The reader may accordingly note this at p. 58 of the present work, and he may also note at p. 67, that *Stephenson's case* (16 W. R. 95) decides that successfully defending an action for calls is not a sufficient "proceeding" before winding-up within the meaning of the principle of *Oakes* v. *Turquand* (15 W. R. 1201).

We have added these little notes for the benefit of the reader, and are not to be understood as finding fault with Mr. Pitcairn's digest as imperfect. It is not like too many digests, a mere concatenation of head-notes; on the contrary, the decisions are intelligently epitomised and arranged so as to be, in the words of the preface, "a guide to the practitioner, to enable him to find readily the cases on any particular part of the law," saving him the "unnecessary trouble, so often thrown upon him by text writers, of looking out cases useless to him, which the authors have referred to from some loose analogy, and without notifying their exact bearing." If we might venture an opinion, we should question whether the epitomising has not been pushed a little too far; but we will not assert that this is the case, because the author, having after the labour of analysing deliberately adopted his present plan, is the best judge of its expediency; and when an author has shown great ability in the execution of his work, it is very difficult to say that another method would have been more appropriate. It is enough for us that Mr. Pitcairn's performance is able and exhaustive.

In noting up the practice-decisions to the Acts and Rules the same intelligent care makes itself visible. Thus, to rules 25 and 27 are appended the cases of *Re Trent and Humber Shipbuilding Company* (17 W. R. 181), *Re Herefordshire Banking Company* (15 W. R. 1056), &c., by which the first is explained and the second declared *ultra vires*. Nothing is omitted, and everything is noted at the proper place.

There is an *addenda* in which the latest cases are noted up, including even the *European Assurance Company's Case* (18 W. R. 9).

In conclusion, we have great pleasure in recommending this edition to the practitioner. Whoever possesses it, and keeps it noted up, will be armed on all parts and points of the law of joint-stock companies.

COURTS.

COURT OF BANKRUPTCY.

(Before the CHIEF JUDGE.)

Jan. 13th.—*In re A. M. Crowhurst.*

Bankruptcy Act, 1869, *s.* 17.

In this case, which was mentioned in the *Solicitors' Journal* of the 15th inst., Mr. T. Phelps (solicitor), afterwards applied under the 17th section of the Bankruptcy Act, 1869, for the appointment of one of the registrars of the court to take possession of the property of the bankrupt, who had carried on the business of a dealer in fancy goods. He said it was important in the interest of the creditors that the property should be protected until a trustee had been appointed.

The CHIEF JUDGE made an order in the following terms:—"Upon the application of Mr. Phelps, solicitor for a creditor, petitioning for an adjudication of bankruptcy, and upon reading the affidavit of Alfred Ford sworn the 11th January, 1870, filed with the proceedings in this matter, and upon

reading the certificate of the court declaring Wm. P. Murray one of the registrars of this court to be the trustee of the property of the said bankrupt: It is ordered that the said Wm. P. Murray do take possession of the said property forthwith."

In these cases it is stated that for the present the registrar will place himself in communication with the official assignee (in London cases), and that the messenger will act under the direction of the official assignee.

Jan. 17.—*In re Merry.*

Bankruptcy Act, 1861, *s.* 192.

Bagley applied for a week's further time to register this deed of composition, which, upon being tendered on the 22nd, was refused registration by reason of the date being written on an erasure. An affidavit was afterwards made stating the circumstances which led to the erasure, and the registrar expressed himself satisfied therewith, but upon the papers being examined, they were discovered to be wrong in form, the deed having been treated as an assignment, and not as a composition deed.

The CHIEF JUDGE granted a week's further time.

Solicitors, *Neal & Philpot.*

Jan. 18.—*In re Amott.*

Bankruptcy Act, 1869, *ss.* 125 & 126, *rule* 260.

This was an application under the Bankruptcy Act, 1869, ss. 125 & 126, rule 260, for the appointment of a receiver or manager of the estate. The debtor had carried on an extensive business as a silk mercer and linen draper.

Mr. Lawrance (solicitor) for creditors in support of the application.

Mr. Plunkett (solicitor) for the debtor in support.

The CHIEF JUDGE.—I have made several orders in similar cases. With the order there must be an acceptance by the gentleman you have named, Mr. White, as receiver, to bring him regularly within the jurisdiction of the Court. As a matter of practice I should state that accompanying the petition there ought to be a list of orders, and in all such cases I have requested the registrar not to receive any petition unless it is accompanied by a list of the creditors, as this is absolutely necessary, in order that notice may be given.

Solicitors, *Lawrance, Plews, Boyer, and Baker; Plunkett.*

In re Latham.

Rules 50 *and* 260.

Mr. Mote (solicitor) stated that the debtor filed a petition for arrangement on the 12th inst. He now moved under the 260th rule for an order restraining further proceedings in an action pending against the debtor.

The CHIEF JUDGE.—Have you given notice of motion to the plaintiff?

Mr. Mote replied in the negative.

The CHIEF JUDGE.—In this case the 50th rule applies. An action is pending by A. B. against C. D., and C. D. asks for an order staying the proceedings. This cannot be done in the absence of A. B., who is a party affected by the order.

Motion refused.

Jan. 19.—*Re Unwin.*

Mr. William Unwin formerly conducted an extensive practice as a solicitor at Leeds. On his behalf application was now made that the matter of his bankruptcy should be set down to be heard before the Chief Judge. It appeared that the case had been transferred by the order of the Lord Chancellor from the Leeds District Court to the London Court of Bankruptcy; and as it involved features of considerable importance and intricacy, the registrar desired that it should be taken by the Chief Judge.

Reed supported the application, which was unopposed on behalf of the assignees.

The CHIEF JUDGE said that as the registrar wished him to take the case he would do so.

Application granted.

Jan. 20.—*Re Rosser.*

Bankrupt Law Consolidation Act, 1849, *s.* 30—*Bankruptcy Act*, 1861, *ss.* 192, 197, & 198.

The debtor in this case executed, on the 19th June, 1869, a deed of composition with his creditors under section 192 of the Bankruptcy Act, 1861, and on the 24th of the same month the deed was tendered for registration. Afterwards the Chief Registrar issued a certificate of the registration of the deed, signed on his behalf by Mr. C. H. Keene, registrar. It appeared that proceedings were pending in the County Court of Glamorgan, in which a person named Owen was plaintiff, and the debtor one of the defendants, and the debtor had been summoned to attend the county court to be held on Monday next, to show cause why he should not pay the amount of a judgment obtained by the plaintiff, or why he should not be committed. At a former sitting of the Court the learned judge, Mr. T. H. Terrell, ruled that the certificate of the Chief Registrar must be signed by that functionary in person, and he refused to recognise the certificate of one of the other registrars, acting for the Chief Registrar.

Reed now applied in the alternative for an order on the Chief Registrar to issue a fresh certificate signed by himself, or for a rule calling upon Owen, the plaintiff, to show cause why an injunction should not be granted restraining him from taking further proceedings in the action against the debtor. The original certificate was signed in the usual way by Mr. Keene, acting for the Chief Registrar; and it was submitted that under the 30th section of the Bankrupt Law Consolidation Act, 1849, any registrar might act for the Chief Registrar of the court, or for any other registrar thereof. No doubt it might be said that if the county court judge still refused to recognise the certificate of the Chief Registrar, it was open to the debtor to apply for a mandamus, but this would be an expensive course. He contended that, reading the 192nd, 197th, and 198th sections together, it was clear the whole of the parties were under the dominion of the Court, and that if proceedings at law were taken adversely to the debtor without the leave of the Court, the Court had jurisdiction to restrain those proceedings.

THE CHIEF JUDGE.—As to the Chief Registrar signing a certificate which has already been signed by another registrar for him, that is quite out of the question. I cannot entertain the application for one moment. As to the residue of the application, if the county court judge has acted wrongly, the remedy is elsewhere, and the fact that the remedy is expensive does not give me a jurisdiction which I do not possess. The objection that the proceedings have been continued without the leave of the Court of Bankruptcy is an objection which may be taken before the county court judge when the defendant appears on the summons. That is a plain legal question to be submitted to him (his Lordship read the 198th section of the Bankruptcy Act, 1861), and I cannot assume that he will take no notice of that enactment. As the matter now stands, I do not see any necessity for interference. If the parties had come here under the 136th and 197th sections and the question had arisen between them, I might have been enabled to deal with the subject, but the case is not now in that stage, and I cannot doubt that the learned judge will act in accordance with what is plainly the law and his duty. I may say that I know of no instance in which this Court has interfered by injunction. I have no power to grant the injunction, and I see no necessity for interfering with the county court judge. He, doubtless, will pay respect to the plain directions of the Statute, and will give effect to the protection given by an officer having full and proper authority, and which, as it seems to me, is in all respects valid.

Application refused.

Solicitors, *Vizard & Co.*

Re Morgan.

Rule 260.

The question again arose whether in an application under the 260th rule to restrain proceedings against a debtor who had filed a petition for liquidation by arrangement, it was necessary to give notice to the plaintiff.

Mr. Jones (solicitor) mentioned the matter *ex parte*, stating that if the proceedings were continued, the general body of the creditors would suffer, for the plaintiff was in a position to issue execution. This was an exceptional case, and it was submitted that the Court had a discretion in regard to requiring notice.

The CHIEF JUDGE declined to restrain further proceedings without notice to the person to be affected by the order. His Lordship said the debtor should have applied before, the action being brought on a bill of exchange. How could he interfere with the plaintiff's common law rights without hearing him?

The matter will be mentioned again on notice being given.

Solicitors, *Kent & Jones.*

Nixon and Another v. *Rigg.*

Bankruptcy Act, 1869, *s.* 7—*Debtor's Summons.*

In this case a debtor's summons (the first of its kind) had been issued requiring the alleged debtor to pay a sum of £103, alleged to be due to the plaintiffs. The debtor on the 8th inst. filed an affidavit that he was not indebted to the plaintiffs in a sum sufficient to justify the presentation of a petition for adjudication; but it appeared that on the 19th he paid into the Court of Exchequer, where an action had been brought for the recovery of the plaintiffs' claim, the sum of £56. As to the residue he pleaded "never indebted."

R. Griffiths, for the debtor, asked that the summons should stand over until after the trial of the cause.

Bagley, for the plaintiff.—If that be done the debtor must find security for the balance of debt and costs. Here is a gross abuse of the Act of Parliament. The debtor first of all denies that he is indebted in an amount sufficient to support an adjudication, and then pays £56 into Court.

His Lordship said the debtor must by Monday next find security for £150 to answer the balance of debt and costs. That being done the summons would stand adjourned until after the trial of the cause.

Solicitors, *Parker, Lee & Co; Macarthur & Co.*

APPOINTMENTS.

The Right Hon. Edward Sullivan, the newly appointed Master of the Rolls of Ireland, took his seat on the bench on the 17th of January, in succession to the late Right Hon. J. E. Walsh. The new Master of the Rolls is the eldest son of Edward Sullivan, Esq., of Raglan-road, Dublin, formerly of Mallow. He was born in July, 1822, and was educated at Middleton School, co. Cork, and at Trinity College, Dublin; he there graduated B.A. in 1844, and obtained double-first honours in science and classics. In due course he became a scholar of Dublin University, and was auditor of the College Historical Society in 1845. Mr. Sullivan was called to the Irish Bar in Michaelmas Term, 1848, and was appointed a Queen's Counsel in May, 1858. In 1860, on the promotion of Mr. Fitzgibbon to a mastership in the Irish Court of Chancery, Mr. Sullivan was appointed to succeed him as her Majesty's Third Serjeant-at-Law in Ireland. He was Law Adviser to the Crown in Ireland from 1861 to 1865, and in the former year was elected Bencher of King's Inns, Dublin. In 1865 he entered Parliament as M.P. for Mallow, and in the same year was appointed Solicitor-General for Ireland on Mr. Lawson's promotion to the Attorney-Generalship. He continued in office as Solicitor-General till the retirement of the Russell ministry in 1866. On Mr. Gladstone coming into office as Premier in December, 1868, Mr. Sullivan was selected to fill the post of Attorney-General for Ireland. During the last session of Parliament he took an active share in the debates on the measure for disestablishing the Church of Ireland, and he has also rendered great service in the preparation of the future land bills for that country. The right hon. gentleman married in 1850 Bessie Josephine, daughter of the late Robert Bailey, Esq., of Cork.

Mr. George Webbe Dasent, D.C.L., barrister-at-law, has been appointed by the Government to the post of Civil Service Commissioner. This gentleman was born about the year 1818, and was educated at King's College, London, whence he proceeded to Magdalen Hall, Oxford, where he graduated B.A. in 1840. Mr. Dasent was called to the bar at the Middle Temple in January, 1852, and in November of the same year was admitted an advocate of the College of Doctors of Law. In 1842 he translated from the Norse "The Prose of Younger Edda"; and his translation of "Theophilus Eutychianus, from the original Greek, in Icelandic, Low German, and other languages," appeared in 1845. In 1855 he published "The Norseman in Iceland," which was followed, in 1859, by a translation of "Popular Tales from the Norse, with an Introductory Essay." He has also translated much from German and Icelandic languages. Mr. Dasent is a son-in-law of the late Mr. W. F. A. Delane, and is understood to have been for some years on the editorial staff of the *Times* newspaper. He has also been frequently employed as an examiner in English and the modern foreign languages in connection with the Civil Service appointments.

Mr. Charles Robert Barry, Solicitor-General for Ireland, has been sworn in as Attorney-General, in succession to the Right Hon. Edward Sullivan, appointed Master of the Rolls. The learned gentleman is the eldest son of the late James Barry, Esq., of Dublin, and was born in 1824. He was educated at Trinity College, Dublin, where he graduated B.A. in 1845 and M.A. in 1863. He was called to the Irish Bar in Michaelmas Term, 1845, and was appointed a Queen's Counsel in August, 1859. He was formerly First Crown Prosecutor for Dublin, but was appointed Law Adviser to the Irish Government in 1865, in which year he was returned as M.P. for Dungarvan, retaining his seat till the general election of 1868, when he was unsuccessful. Mr. Barry was nevertheless selected to fill the office of Solicitor-General for Ireland under Mr. Gladstone's Government, which he has occupied without being a member of Parliament. As Attorney-General he will have a seat at the Irish Privy Council. The right hon. gentleman married in 1855 Kate, third daughter of the late John Fitzgerald, Esq., of Dublin, and sister of Mr. Justice Fitzgerald.

Mr. Edward Barry, of the Irish Bar, has been nominated Secretary to the Right Hon. Edward Sullivan, the newly-appointed Master of the Rolls of Ireland. Mr. Barry acted as counsel to Mr. Sullivan when he filled the office of Attorney-General for Ireland.

Mr. Mansfield Parkyns, one of the Official Assignees of the old Court of Bankruptcy, has been appointed by the Lord Chancellor to the office of Controller in Bankruptcy, in pursuance of the provisions of the Act of 1869. Mr Parkyns was originally Official Assignee of the district court of Exeter, whence he was transferred to the court at London.

Mr. Thomas Llewellyn, solicitor, of Tunstall, Staffordshire, has been appointed Clerk to the Justices of the Burslem and Tunstall divisions, in succession to Mr. J. R. Rose, deceased. Mr. Llewellyn, who was certificated as an Attorney in Hilary Term, 1843, is a member of the local firm of Llewellyn & Hilditch.

Mr. W. Mulholland has been appointed Crown Prosecutor for the county Monaghan, in room of Mr. Hamill, Q.C.

Mr. Sydney Gedge, M.A., of Old Palace-yard, Westminster, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Middlesex, also in and for the city and liberties of Westminster, and the county of Surrey.

Mr. John Wakefield Burrup, of Gloucester, has been appointed a Commissioner to administer oaths in Chancery in England.

GENERAL CORRESPONDENCE.

The Practice of the County Courts.

Sir,—In the three following questions the Judicature Commissioners seek for information on a subject which, I think I shall be able to satisfy you, is of more practical importance than at first sight it may appear to be. They ask:—

"8. In what manner, and according to what system, according to your experience, is the contentious business now separated from the non-contentious business?

"9. What portion of the entire business, whether contentious or not, is now, according to your experience, actually disposed of by the registrars?

"10. Can you suggest any mode by which the contentious small debt business can be effectually separated from the other contentious business, so as to save expense or time to the suitors?"

To understand these questions aright it must be borne in mind that, prior to the year 1867, the registrars of the county courts had no judicial functions to perform. Their duties were purely administrative. They issued the plaints and summonses, they acted as the bankers of the suitors, they entered up the judgments of the Court, and they kept the records. As administrative officers they were chosen for their appointments; as administrative officers they were paid for their services. In 1867, however, the Legislature thought fit to clothe these func-

tionaries, for the first time, with certain judicial powers, which will be found embodied in the 16th and 17th sections of the Act 30 & 31 Vict. c. 142. Section 16, in substance, enacts that if, in any action on contract, the defendant or his agent does not appear at the hearing, or show good cause for his absence, the registrar may, by leave of the judge, upon proof of the service of the summons, and of the debt being due, enter up judgment for the plaintiff, and have the same power as the judge to order payment by instalments. Section 17 further enacts that where, at the hearing, a defendant or his authorised agent admits the claim, the registrar may, by leave of the judge, settle the terms upon which it is to be paid, and enter up judgment accordingly. Read by the light of these enactments the questions of the Commissioners are tantamount to their asking whether the law, as altered, works well; and here I am bound to express a decided opinion in the negative. Practically the plan can only be worked in one of two ways; for either the registrar must sit alone at the opening of the court, clear off the simpler cases, and then resign his post to the judge, or the judge and the registrar must sit concurrently, either in the same court or in adjoining rooms, and dispose of the list, the one taking the lighter and the other the heavier business. Both these courses are open to grave objections, some applicable to the one, some to the other, and some to each.

One obvious evil is the substitution of an inferior for a superior officer to act as judge. In making this observation I have no wish to speak disparagingly of a meritorious body of men, but I simply assert, what must be admitted by all, that the sixty judges, as a class, are, or most certainly ought to be, more efficient magistrates than their 521 registrars. If it be urged that the registrars are efficient *enough* to discharge the easy functions entrusted to them by the Act, and that to determine whether a debt be due or what its amount may be, whether an agent be duly authorised; or what instalments can be paid by a defendant, a little common sense is alone required, my answer is that common sense is a quality far less common than many persons suppose it to be, and that, in the proper administration of justice, nothing can safely be regarded as easy. It may seem a light matter to fix the amount of a debt, but even here much caution is necessary when the judge can only hear one side, and when, in consequence of the summons not having been personally served on the defendant, his absence can raise no presumption against him. It is astonishing how many men, without being actually dishonest, insert items in their bill of particulars which cannot bear strict investigation. Again, to apportion instalments so that they *can* be met by an honest defendant may appear a task which any ordinary man might perform with credit; but let him try, and he will soon, if he acts conscientiously, be not a little embarrassed in considering the state of the labour market, the price of provisions, the rental of lodgings, the number, health, and age of children, and the skill or strength of the defendant. Yet all these matters are elements in the inquiry, and collectively they soon teach the inquirer, that even with respect to this plain question, it is far easier to decide than to decide rightly. So, the ascertaining whether one person is duly authorised to appear for another is apparently a simple operation, yet I know from experience how readily mistakes are made on this subject. In my own court, to facilitate proceedings, any agent of a defendant is permitted to sign in the presence of one of the clerks a paper admitting the debt, and agreeing to any special mode of payment. The agent then comes into court and acknowledges his handwriting, swearing at the same time that he is authorised to make terms for the defendant. Now, it has happened, not once or twice, but scores of times, that the supposed agents, and especially the wives of the defendants, when narrowly examined in open court, have been obliged to repudiate an agency which they have unscrupulously avowed before the clerk. I am persuaded that this result is owing, not to any inability on the clerk's part to "scrape the conscience" of the witness, but to the different feelings experienced by the witness in the two situations. In the one, he, or more generally she, goes before the clerk in a private room; few people attend to what is going on; no awe is inspired; and the lie, whether direct or circumstantial, comes trippingly on the tongue. But a solemn and audible answer to a solemn question in open court before a "live judge," and an attentive audience is a very different matter—the truth *will* come out, in spite of every effort to conceal it.

This last observation leads naturally to the suggestion of another evil caused by giving judicial powers to the registrars, and that is, the want of publicity which must almost of necessity attend their labours. When the registrar sits instead of the judge, as the cases with which he can deal are of no possible interest "except to those immediately concerned," they will attract no attention, and when he sits concurrently with the judge, the public will naturally avoid the dull routine of the lower court for the livelier atmosphere of the higher. The trials before the judge will alone experience the salutary control of the press, and the proceedings before the registrar will run a serious risk of assuming the character of a hole-and-corner inquiry.

A third objection to the plan is that it has a tendency to set judges above their work, and to foster in them the dangerous error of imagining that "matters of trifling importance" may be "delegated" or "scamped" with impunity. It also encourages the idea in the public mind that the interests of the poorer classes are not regarded by the Legislature as of equal importance with those of their more fortunate neighbours; that men who have pauper doctors to attend them and their families should be satisfied with registrars to try them; that "second-chop" justice, as the Chinese would call it, is good enough for such persons, and that the boasted equality of British law is, after all, a myth, or, like everything else in this mercantile land, is, at least, resolvable into a question of pounds, shillings, and pence.

I have only space in this letter to point out one more objection to the measure; which, however, to my mind, is a very serious one. In the provinces, the registrars usually live in the towns where the courts are held. They occupy the same social position as the medical men, and some of them may possibly owe more than they can *quite* conveniently pay to the local tradespeople. After the Christmas bills have been sent in a reasonable time, a batch of plaints against refractory debtors is brought into the county court by the doctor, the butcher, the baker, the grocer, and the other shopkeepers in the town. These plaints come before the registrar, who has to determine whether the debts be due if the defendants do not appear, and to fix the amount of the instalments, whether the defendants appear or not. Now, under the circumstances just hinted at, is it clear that the scales of justice will be evenly balanced; and, assuming that they are so, is it clear that a censorious public will not *suspect* collusion or favouritism?

A Metropolitan County Court Judge.

The New Albert Life Assurance Company (Limited).

Sir,—As an answer to very numerous letters on the subject of the adopted scheme of reconstruction requiring information, will you permit me to state, through your columns, that the company is formed to carry out the terms of reconstruction of the Albert Life Assurance Company, agreed to at a meeting of policyholders and shareholders held in London on the 8th inst? It is believed that the new company gives to the policyholder in the Albert greater advantages than he can in any other way receive, and that with careful, judicious, and economical management he will ultimately receive the full amount of his policy in the Albert. To the shareholder in the Albert it is his only hope; he may gain but he cannot lose. The first proceeding of the company will be to carry out the terms of recon-

struction above alluded to, and which may be summed up as follows:—

Policyholders will receive a policy in the new company, without medical re-examination, for the net value of the policy in the Albert, and for the difference between that value and the amount of the old policy he will be given a debenture in the new company, payable out of the net profits, which will not be cancelled by death, unless then fully paid off. He will also have the benefit of his claim upon the assets of the Albert, which, when adjusted and received, will be added to the policy in the new company, the debenture being correspondingly reduced, the claim upon each policy being separately adjusted and credited, and not thrown into hotchpot.

The shareholder will receive a share in this company fully paid up, equal to the amount paid in respect of the Albert; and after the policyholder has been paid or provided for out of the profits of the new company or the assets of the Albert, the shareholder will be entitled to 20 per cent. of the net profits of the company.

Policyholders, as well as shareholders, will be entitled to attend all meetings of the company, and policyholders for £500 each and shareholders for £250 each will be eligible as directors. The new company will also seek to adjust the affairs of those companies amalgamated with the Albert, and avert, if possible, the great delay, litigation, and expense attending a compulsory winding up of those companies. It will also undertake on their behalf all questions between them and the Albert or its liquidators, and in every respect this company will seek to narrow the points in the liquidation between all parties, whether of the Albert or of companies amalgamated with it, but will not involve itself in any of the Albert liabilities. CHARLES H. EDMANDS.

33, Poultry, E.C., Jan. 15.

[We decidedly approve the system of giving to policyholders a voice in the management of the company; it is one which we have ourselves advocated. Mr. Edmands' letter, however, does not state that the policyholders in the present case are to be *entitled* to *vote* at the meetings they attend. Unless they are permitted to vote, the privilege of attending meetings will be a very barren one.—ED. *S. J.*]

IRELAND.

DUBLIN, Jan. 20th.

On Thursday week. the Right Hon. Edward Sullivan, took his seat as Master of the Rolls, amid the acclamations of a large number of members of the bar who had assembled to receive him. After a few words, in which he alluded to the high judicial and social character of his lamented predecessor, he proceeded to deal with the business of the Court. There is a very long list of causes, consisting of the arrears of all last term's business combined with the usual business of the present term. and he will be obliged to sit for an unusually long period after term. Edward Barry, Esq., of the Munster Bar, is the secretary to the new Master of the Rolls.

The Solicitor-Generalship, vacant by the promotion of the Righ Hon. Charles Barry, Esq., M.P., for Dungarvan, to the Attorney-Generalship, is still vacant. Nobody knows which of the three—Sir Colman O'Loghlen, M.P., Serjeant Dowse, M.P., or David Sherlock, Q.C., M.P., will be appointed.

All three are to be seen at the Four Courts as usual every day.

In case Sir Colman O'Loghlen be appointed, it will not be necessary for him to stand a new election, as the recent Act provides for the case of the promotion of a judge-advocate general. There is, however, this difficulty connected with his being appointed: that as Solicitor-General for Ireland, he will be Clerk to the Irish Privy Council. He is already an English Privy Councillor, and some say that his acceptance of the office would be, as such, *infra dig.* This, however, is so purely a matter of etiquette that it can scarcely create any practical difficulty in the mind of the Government.

There is at present a negociation pending between a committee of the Irish Bar and the Benchers of the King's Inns, Dublin, with respect to the representation of the Irish Bar, that body which at present chiefly consists of judges. Nothing definite has, however, yet transpired.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Hilary Term, 1870.

The final examination of candidates took place on the 18th and 19th inst., at the hall of the Incorporated Law Society, Chancery-lane, London.

The examiners were the Master Templer, of the Court of Exchequer, Mr. F. H. Janson, Mr. Park Nelson, Mr. H. T. Young, and Mr. C. R. Williams.

Before the examination commenced the Master addressed the gentlemen present as follows:—

"Candidates for admission,—Before you commence the answers to the questions look well at the question, and give as direct and concise an answer as you can. You may then enlarge and illustrate your meaning. But a directly correct answer is all that is required by the examiner to ensure you the full number of marks. The object has been to see if you are grounded in the principles of your profession; for your easy and safe practice will depend almost entirely on the success with which you have mastered the principles—the maxim "*melior est petere fontes quam sectari rivulos.*" It is the motto to Smith's "Leading Cases," and is perhaps the most valuable to the student of all the maxims of the law—at least if it teaches him to direct his reading in that spirit. I will not detain you longer from the paper, but I trust your success here will be but a prelude to a successful professional career to each and all of you."

QUESTIONS.

I.—COMMON AND STATUTE LAW AND PRACTICE OF THE COURTS.

1. State the ordinary proceedings in a common law action in a superior court that is tried before a jury.
2. What are the principal common law actions?
3. What is the difference between "mesne" and "final" process?
4. What are the several writs of execution? and state their effect.
5. Explain the nature of a demurrer.
6. What is the meaning of the word venue in a common law action?
7. Explain the distinction between local and transitory actions, and the meaning of the maxim "debitum et contractus sunt nullius loci?"
8. What is the meaning of the word "consideration" as applied to a contract? and explain the maxim "ex nudo pacto non oritur actio."
9. Explain the distinction between a contract under seal, and a contract not under seal, and particularly as to the proper parties to sue and be sued respectively.
10. What is the distinction between "slander" and "libel?"
11. What are the degrees of evidence, and when does secondary evidence become admissible?
12. State the usual form of a bill of exchange, and explain the relative legal liabilities of the parties thereto.
13. What is a guarantee—and how is it affected by the statute law?
14. State the provisions of the statute of frauds relative to a sale of goods.
15. Explain the distinction of "costs as between attorney and client," and "costs as between party and party."

II.—CONVEYANCING.

1. Give the ordinary provisions (1) of a lease of a town house, (2) of a conveyance of freeholds, (3) of a mortgage of freeholds. The effect of the provisions may be shortly stated.
2. Give the short heads of the settlement you would advise on the part of a gentleman in trade prepared to settle £10,000 consols on his marriage with a lady possessed of an equal sum, and also the heads of the settlement on her part.
3. How would you require a gentleman, on his marriage effectually to secure payment at a future time, to the trustees of a sum of money so as to give such sum priority in case of his death, over his general creditors? and state what change of the law has recently occurred to affect your answer.
4. To what extent can real estate be entailed, or, where there is no life interest can money be accumulated?
5. How would you proceed to affect the sale of a settled estate where no power of sale is given in the settlement,

and how may the proceeds of such sale, when completed, be applied?

6. In what cases can relief be obtained in favour of a defective exercise of a power, and how?

7. A man possessed of real and personal estate, dies intestate, leaving wife and father and brothers and sisters, by the whole and half-blood, surviving him. Amongst whom would his property be divided?

8. A, being owner in fee of land, devises it to his son B, absolutely, B dies before A, leaving issue one son and two daughters, and having made a will directing all his estate whatsoever to be converted into money, and divided equally between his three children. Upon A's death how will A's land be dealt with?

9. If a person who has contracted to purchase real estate die intestate before completion of the purchase, in whom will the right to the conveyance vest, and by whom must the purchase money be paid? State what change of the law has occurred of late years in this respect.

10. What are the relative rights of lords and tenants of manors in respect to the enfranchisement of copyholds, and are these rights mutual in the case of all manors? and state the exemptions, if any.

11. What is an improved leasehold ground rent, and how is it usually created?

12. What legal restrictions exist against the gift or transfer, by will or inter vivos, of land for charitable objects?

13. If you were solicitor for a charity desirous of acquiring land, in what manner and with what formalities would you prepare and complete a purchase deed, or in case of a lease what provisions should be inserted in it to make it legal?

14. Does the cancellation of an instrument operate to defeat the estate created by it, or not? and give the reasons for your opinion.

15. How would a tenant in tail in remainder of freehold and copyhold land proceed if he desired effectually to bar the entail?

III.—Equity and Practice of the Courts.

1. If a trustee conveys the estate held in trust to a *bond fide* purchaser for value who has no notice of the trust, can the cestui que trust recover the estate from the purchaser, or claim any lien on it? State the reason for your answer.

2. State the distinction prevailing in a court of equity in dealing with cases of mistake in matters of law, and mistake in matters of fact.

3. A testator having £1,000 Consols, £5,000 Indian 5 per cents. and no reduced annuities, gives the following legacies by his will: "I bequeath unto B. my £1,000 £3 per cent. Consolidated Bank Annuities. And I bequeath to C. a legacy of £1,000 Reduced Bank Annuities." The testator dies on the 1st of January, 1870. To what legacies do B. and C. become entitled, and at what period payable or transferable, and what interest or dividends can they claim?

4. If a person is appointed a trustee by a deed of settlement and accepts the trust, can he at any time resign, and how can he be properly relieved from the trust, and can the cestui que trust in any way compel him to continue the trust?

5. If the trust deed does not contain any receipt clause, to what extent have the trustees authority to give a valid receipt for purchase money without the concurrence of the cestui que trust?

6. What would be the effect, as regards costs, of a set of trustees appearing separately in a suit by different solicitors?

7. What is the rule with regard to the period within which a cestui que trust can claim a trust fund, or arrears of dividends from his trustee?

8. B. contracts to sell an estate to C. in consideration of C. granting B. an annuity during the latter's life. Before the contract is carried out, or any instalment of the annuity becomes due under the terms of the contract B. dies. What effect has his death on the contract?

9. Can an executor in any way protect himself from creditors in distributing his testator's estate without an administration suit in Chancery, or bar creditors' claims to any extent?

10. If the Master of the Rolls orders a defendant to pay a sum of money, is the pendency of an appeal to the Chancellor alone sufficient to prevent the plaintiff from enforcing payment?

11. May a special injunction be obtained in any, and what cases without notice?

12. Is the answer of a defendant evidence for himself, or can it in any way be made so?

13. How can an infant institute a suit in equity, and can a suit be instituted on his behalf without his consent?

14. Can a guardian be appointed to an infant without suit, and if so, how?

15. Define a stop order in Chancery, and state how it is to be obtained, and made effective?

IV.—Bankruptcy and Practice of the Courts.

1. State the general object and policy of the bankrupt laws?

2. Under the recent statute, what general distinction is made between traders, and non-traders?

3. Specify the several Acts enabling a creditor to apply to make a debtor a bankrupt, and within what period must such acts have taken place?

4. What are the duties of a trustee, and how is he appointed?

5. What are the functions of the committee of inspection?

6. What debts of a bankrupt are to be paid in priority?

7. What description of property is not divisible among creditors?

8. In whom does the bankrupt's property vest upon adjudication?

9. What are the conditions under which an order of discharge will be granted?

10. From what debts or liabilities will an order of discharge not release a bankrupt?

11. How is property affected which is deemed to be in the order and disposition of a bankrupt?

12. What is the mode, prescribed by the late Act, for dealing with contracts and property considered worthless?

13. What claims cannot be proved in bankruptcy?

14. Define the meaning of "a fraudulent preference."

15. Under what circumstances does a settlement of property by one who is declared bankrupt become void?

V.—Criminal Law and Proceedings before Magistrates.

1. State the difference between a public crime and a civil injury.

2. Name the principal courts of criminal jurisdiction.

3. Of what description are the commissions by virtue of which the judges of assize try indictable offences?

4. To what counties does the jurisdiction of the Central Criminal Court extend?

5. When is the Court of Quarter Session held elsewhere than in London?

6. Of how many must a grand jury consist?

7. How many of the grand jury must agree in finding a bill?

8. Under what circumstances are the confessions of a prisoner admissible against him, and under what circumstances are such confessions inadmissible?

9. If collateral information be obtained by means of an inadmissible confession, can such information be used? if it can be, give an example of the mode in which it may be used.

10. What is the offence of obtaining money under false pretences? distinguish it from larceny.

11. By what statute or statutes is it made criminal to send letters containing threats of murder, or to burn houses, stacks of corn, or other agricultural produce; and what punishment is annexed to the offence?

12. Upon what principle was the stealing of deeds not larceny at common law; and how is the offence now dealt with by statute?

13. In what cases can one person only be indicted for conspiracy, and what averment must the indictment contain?

14. Are there any crimes in which there cannot be accessories before or after the fact? if any, give examples.

15. If a witness against a prisoner charged with an indictable offence die after his deposition has been taken, and before the trial of the accused, what proof must be given before the deposition can be read in evidence at the trial?

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

I.—Common and Statute Law and Practice of the Courts.

(By E. A. C. Schalch, Barrister-at-Law.)

1. The plaintiff first issues a writ, which is the beginning of the action. The defendant appears. The plaintiff declares. The defendant pleads. The plaintiff replies, generally joining issue. The issue being then ascertained, notice of trial is given to the defendant by the plaintiff. The cause goes to trial before a judge of assize and a jury. If the plaintiff obtain the verdict he can sign judgment and issue execution, unless the amount due from the defendant to him is paid. If there is a demurrer, the point of law thereby raised, has to be decided by the Court in banco. So also have any points that are reserved by the judge at the trial.

2. Common law actions are divided into actions of tort—viz., tresspass, case, trover, and replevin; actions of contract—viz., assumpsit, debt, detinue, covenant, and account; and the action of ejectment.

3. Mesne process is process during the continuance of an action, before judgment—as the arrest of a defendant about to leave the country. This process is now subject to the 32 & 33 Vict. c. 62, s. 6. Final process is process after judgment—as execution against goods by the writ of *fi. fa.* to obtain payment of the amount of a judgment.

4. The writs of execution are: *fieri facias*, for the seizure of the goods of a judgment-debtor; *capias ad satisfaciendum*, for the arrest of the judgment-debtor. This kind of execution is now subject to 32 & 33 Vict. c. 62. *Habere facias possessionem*, for giving possession of land to a successful plaintiff in ejectment; *elegit*, to obtain satisfaction of a judgment out of the land of the judgment-debtor as well as out of his goods. There is also the writ of *levari facias*, that is now seldom used.

5. A demurrer is a form of pleading by which the party demurring admits the facts alleged in the pleading to which he demurs, but denies the conclusions of law set up in that pleading.

6. The venue is the place where the action is intended to be tried, and is now always stated on the margin of the declaration. Originally the venue was generally the place where, in fact, the cause of action arose.

7. Local actions are actions that must be tried where the cause of action arose, such as actions relating to land, and some others. In these actions the venue must consequently be always laid where the cause of action arose. Transitory actions are those which may be tried anywhere instead of only where the cause of action arose. The meaning of "*debitum et contractus sunt nullius loci*" is that actions of debt and contract are transitory actions, and so belong to no place, but may be tried anywhere. It has also the extended meaning that debts due or contracts made abroad may be sued upon in England.

8. A consideration is the cause required by law in the case of a simple contract to give validity to the promise. No simple contract is binding unless the promise is given for a consideration. A consideration has been defined to be "any benefit accruing to him who makes the promise; or any loss, trouble or disadvantage incurred by or any charge imposed upon him to whom the promise is made." Special contracts require no consideration, but simple contracts always require consideration. Without it they are of no binding effect, and this is the meaning of "*ex nudo pacto non oritur actio.*" A mere "pact" that is promise without consideration, cannot be the foundation of an action.

9. The distinction as to consideration between special and simple contracts is answered in the preceding question. In form a special contract is a written contract sealed and delivered. It may create a merger and an estoppel; it needs no consideration, and binds land in the hands of an heir. A simple contract is any contract, whether verbal or written, not under seal. It does not create a merger, estoppel, nor does it bind land in the hands of the heir and it needs a consideration. The person to be sued upon a simple contract is he who has made and broken the promise. The person to sue is the person from whom the consideration moved and to whom the promise was made. The person to be sued on a special contract is the person who has made and broken the promise. The person to sue is the person who has the legal interest, and who is a party to the instrument. A third person, a stranger to the deed, cannot sue thereon, although the covenant be made expressly for his advantage. This is, however, subject to the statute allowing covenants to run with the land, and also to 8 & 9 Vict. c. 106, s. 5.

10. Libel is defamation by writing, printing or signs. Slander is defamation by words only. A libel is actionable whether or not it has, in fact, caused damage. It is also indictable. Slander gives no right of action unless damage is proved, except in three cases—viz., slander of a man—(1) In his profession, trade or occupation; (2) By accusing him of a criminal offence; (3) By charging him with having an infectious disease. Slander is not indictable.

11. Evidence is divided into primary and secondary evidence. Primary evidence is that kind of proof which in the eye of the law affords the greatest certainty of the fact in question. Until it is shown that the production of this evidence is out of a party's power, no other proof of the fact is in general admitted. All evidence falling short of this in its degree is secondary evidence, and as a general rule, becomes admissible when the primary evidence cannot be produced. There are, however, many cases in which secondary evidence may under certain conditions be admitted, although it is not actually out the party's power to produce the primary evidence.

12. The following is an ordinary form of a bill of exchange:—

London, 1st January, 1860.

One month after date (or at sight or on demand or one month after sight) pay A. B. or order (or bearer) one hundred pounds. X. Y.

To Mr. C. D. street, London.

X. Y. is the drawer, C. D. the drawee, and A. B. the payee. If the drawer accepts the bill he does so by writing the word "accepted" and his signature across the face of the bill. The drawer and any indorsers there may be are guarantors that the bill will be accepted when duly presented for acceptance, and paid when duly presented for payment. If the bill is dishonoured either by non-acceptance or non-payment, they become each of them liable to pay the amount of the bill to the holder on receiving due notice of dishonour. If the bill is accepted the acceptor is person primarily liable upon it. No one else can be liable upon the bill until he has broken his contract to pay it.

13. A guarantee is a promise to answer for the payment of some debt, or the performance of some duty in the event of the failure of another person who is, in the first instance, liable for such payment or performance. Section 4 of the Statute of Frauds requires that guarantees must be in writing. The meaning of this has been decided to be that the consideration as well as the promise of the guarantee must be written. The Mercantile Law Amendment Act, 19 & 20 Vict. c. 97, has now provided that the consideration for a guarantee need not appear in the writing required by the Statute of Frauds.

14. Section 17 of the Statute of Frauds enacts that "no contract for the sale of any goods or wares or merchandises, for the price of £10 or upwards, shall be allowed to be good except the buyer shall accept part of the goods so sold, and actually receive the same or give something in earnest to bind the bargain or in part payment, or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their agents thereunto lawfully authorised."

15. In taxing costs as between party and party there are usually costs which the successful plaintiff cannot recover, and which he has consequently himself to pay. These costs may be allowed him on a taxation as between attorney and client, in which mode of taxation the principle is that the successful party shall be entirely free from what are usually called extra costs. The difference between the two kinds of taxation is that in the latter the costs are taxed on a more liberal scale as towards the successful party than in the former mode.

II.—Conveyancing.

(By H. N. Mozley, Barrister-at-Law.)

1. A lease of a town house would contain (besides the prefatory matter and the demise, &c.) the following provisions:—

a Covenants by the lessee:

1. To pay the rent.
2. To pay the rates and taxes.

3. To keep the premises insured.
4. To keep the premises in repair.
5. To yield up at the end of the term.
6. That the landlord may enter and inspect.
7. That the house shall be used as a dwelling-house only;
8. And shall not be assigned or underlet.

b Proviso for re-entry by the lessor on breach of covenants.

c Covenant by the lessor for quiet enjoyment (Davidson, Conv. Prec. 7th ed. 235).

A conveyance of freeholds would contain covenants by vendor for right to convey free from incumbrances, notwithstanding anything by him done or knowingly suffered; and for further assurance (*ibid.* 61).

If the purchaser was married before 1834, or if the circumstances are such that it might be thought possible that he was married before 1834, the conveyance would be made to uses to bar dower, in order to avoid future questions on the title. But this practice is obviously becoming less necessary every day.

A mortgage of freeholds would contain:—

a A covenant by the mortgagor for the repayment of the mortgage money, with interest, at the end of six months.

b A proviso for redemption.

c A covenant by the mortgagor for the payment of interest so long as the principal shall remain unpaid.

d A power of sale by the mortgagee.

e On sale by person not having the legal estate (*e.g.*, by personal representatives), persons having the legal estate to join.

f Power of sale not to be exercised by mortgagee until he has given notice to the mortgagor to pay off the money due, and default shall have been made in payment for six months after giving or having such notice; or until the whole or part of some half-yearly payment of interest shall have become in arrear for three months.

g Purchasers not to be bound to see that the events mentioned in last clause have happened.

h Mortgagee's receipt to be a discharge to the purchasers.

i Trusts of the purchase-money—(1) To pay the expenses incurred in the sale; (2) to pay the money due on the mortgage debt; (3) residue in trust for the mortgagor.

k Power to be exercised by any person entitled to receive the mortgage-money.

l Mortgagee's indemnity clause.

m Covenant by mortgagor for right to convey, free from incumbrances.

n And for further assurance (*ibid* 128).

2. The settlement of the husband's £10,000 should contain—

a A power to vary investments with consent of the husband and wife during their joint lives, and the consent of the survivor during his or her life, and after the death of the survivor at the discretion of the trustees.

b Trusts of income for husband for life, and after his death.

c For the wife for her life, and after the death of survivor.

d For the children, as husband and wife, or survivor, shall appoint, and in default of appointment.

e In trust for children equally, who, being a son or sons, should attain the age of twenty-one years, or, being a daughter or daughters, should attain that age or marry; with hotchpot clause.

f Provisoes for advancement, maintenance, and education of children, and accumulation clause.

g In default of children, in trust for the husband, his executors, administrators, and assigns.

The settlement, as regards the lady's money, would contain—

a A power to vary investments, as above.

b Trusts of income for wife for her separate use, and after her death.

c For husband for life, and after the death of survivor.

d } In trust for children as above.
e }

f Provisoes for advancement, &c., as above.

g In default of children, in trust as wife shall appoint, and in default.

h If the wife survive the husband, then in trust for the wife.

i If the husband survive the wife, then in trust for such person or persons as would, under the Statute of Distributions, have been entitled thereto had the wife died possessed thereof intestate, and without having ever been married.

3. The solicitor should require the intending husband to execute a bond to the trustees for payment of the sum of money in question. This would give the trustees, as being specialty creditors, priority over the simple contract creditors on the death of the husband, until the Act of the last session (32 & 33 Vict. c. 46), for extinguishing the priority of specialty creditors over simple contract creditors, came into operation, since which a mortgage would be necessary to effectually secure priority over other creditors.

4. Real estate cannot be given to an unborn person for life, followed by any estate given to the child of such unborn person. This maxim, it is evident, forbids the tying up of lands for a longer period than can elapse until the unborn child of some living person shall come of age; that is, for the life of a party now in being, and for twenty-one years after; with a further period of a few months during gestation, supposing the child should be of posthumous birth (Williams on Real Property, 8th ed. pp. 264, 306).

Where there is no life interest, money can be accumulated for twenty-one years after the death of the grantor or settlor, but no longer (Wms. on Real Prop. 8th ed. p. 307; the Thellusson Act, 39 & 40 Geo. 3, c. 98).

5. By application to the Court of Chancery for an order for sale under the Leases and Sales of Settled Estates Act (19 & 20 Vict. c. 120), the money to be raised on any such sale is to be paid either to trustees of whom the Court shall approve, or into court, and is to be applied to the following purposes, namely, the redemption of the land tax, or of any incumbrance affecting the hereditaments sold, or any other hereditaments vested in the same way, or the purchase of other hereditaments to be settled in the same manner, or in the payment to any person becoming absolutely entitled (section 23). And the money is in the meantime to be invested in Exchequer Bills or Consols, and the interest or dividends paid to the tenant for life (section 25). See Wms. on Real Prop. 8th ed. pp. 26, 32.

6. Equity will aid the defective execution of a power in the following cases:—If an intended appointee be a purchaser from the person intending to exercise the power, or a creditor of such person, or his wife, or his child, or if the appointment be for a charitable purpose. In such cases the Court of Chancery will compel the person in possession of the estate, and who was to hold it until the power was duly exercised, to give it up on an undue execution of such power (Williams on Real Property, 8th ed. pp. 287-8, and authorities there cited).

7. The father of the deceased would succeed to his real estate, subject to the widow's right (if any) to dower.

With regard to the personal estate of the deceased, as he has no children, the widow will be entitled to half, and the father to the other half.

8. The land will devolve as if B. had died immediately after A.

That is to say, the land will, on A.'s death, be sold, and divided equally among B.'s three children (Wms. on Real. Prop. 8th ed. p. 203; 1 Vict. c. 26, s. 33).

9. In cases not falling under the operation of the statute 30 & 31 Vict. c. 69, s. 2, which was passed in the year 1867, the right to the conveyance would vest in the heir or other real representative of the intending purchaser, but the purchase-money would be payable by the executor or administrator out of the residuary personalty, on the principle that equity considers that as done which ought to be done; and if the contract were fulfilled the real estate of the deceased would gain at the expense of his personal estate.

The second section of the statute 30 & 31 Vict. c. 69, is in these words: "In the construction of the said Act (17 & 18 Vict. c. 113) and of this Act the word 'mortgage' shall extend to any lien for unpaid purchase-money upon any lands or hereditaments purchased by a testator." The Act referred to statute (17 & 18 Vict. c. 113) provides that where a mortgagor of land dies, the mortgage debt shall, in the absence of any declaration by the deceased to the contrary, be borne primarily by the mortgaged estate, and not by the general personal estate of the mortgagor. So that in cases falling under the Act of 1867 the estate contracted to be sold would (in the absence of declaration by the "testator" to the contrary) be borne primarily by the estate contracted to be purchased.

10. By the Copyhold Acts of 1851 and 1858 the lord or tenant, after the next admittance on or after the 1st of July, 1853, may compel enfranchisement of the lands to

which there shall have been such admittance as aforesaid. No tenant to require enfranchisement until after payment of the fines due, and fees consequent on admittance.

If the enfranchisement be made at the instance of the tenant, the compensation is to be a gross sum of money, to be paid at the time of the completion of the enfranchisement, or to be charged on the land by way of mortgage; and where the enfranchisement is effected at the instance of the lord, the compensation is to be an annual rent-charge to be issuing out of the lands enfranchised, subject to the right of the parties, with the sanction of the Copyhold Commissioners, to agree that the compensation shall be either a gross sum or a yearly rent-charge, or a conveyance of land, to be settled to the same uses as the manor is settled. The charge in respect of enfranchisement is to be the first charge on the land.

The curtesy, dower, or freebench of persons married before the enfranchisement is completed, is expressly saved; and all the commonable rights of the tenant continue attached to his lands, notwithstanding the same shall have become freehold. And no enfranchisement under these Acts is to affect the estate or rights of any lord or tenant in any mines or minerals within or under the lands enfranchised, or any other lands, unless with the express consent in writing of such lord or tenant. (See Williams on Real Property, 8th ed. pp. 357, 358).

11. Where a lessee of land underlets at an increased rent the increased rent is called the improved ground rent. It is generally created in the case of a building lease, where the lessee, having erected a house upon the land, underlets at an increased rent.

12. The Mortmain Act (9 Geo. 2, c. 26) provides that no lands or hereditaments, nor any money, stocks, or other personal estate, to be laid out in the purchase of lands or hereditaments, shall be conveyed or settled for any charitable uses, unless by deed indented, sealed, and delivered in the presence of two or more credible witnesses, twelve calendar months at least before the death of the donor or grantor, and enrolled in the High Court of Chancery within six calendar months next after the execution thereof; and unless the same be made to take effect in possession for the charitable use intended immediately from the making thereof, and be without any power of revocation, reservation, trust, condition, limitation, clause, or agreement whatsoever, for the benefit of the donor or grantor, or of any person or persons claiming under him (section 1).

Gifts to either of the two Universities, or any of their colleges, or to the colleges of Eton, Winchester, or Westminster, for the support and maintenance of the scholars only upon those foundations, are excepted by section 4.

For the amendments introduced in the law of mortmain by recent legislation, see Williams on Real Property, 8th ed. p. 66 *et. seq.*)

13. The conveyance must be made by deed indented, sealed, and delivered in the presence of two or more credible witnesses, and enrolled in chancery within six calendar months after the execution thereof.

14. An estate or interest in real or personal property which has once vested by a deed cannot be devested by cancelling the deed; because, once vested, it exists, independently of the deed, in the person in whose favour it was created or to whom it was transferred (Smith on Real and Personal Property, 3rd ed. p. 873, and authorities there cited).

15. The tenant in tail in remainder of freeholds must procure the assent of the protector, and must enrol the disentailing deed in the Court of Chancery within six months of its execution. The consent of the protector may be given by the same deed by which the entail is barred, or by a separate deed. It must be enrolled in chancery at or previously to the enrolment of the deed which bars the entail.

An estate tail in copyholds is barred by surrender, and when an estate tail in copyhold is in remainder, the necessary consent of the protector may be given either by deed to be entered on the rolls of the manor, or by the concurrence of the protector in the surrender, in which case the memorandum or entry of the surrender must expressly state that such consent has been given (Wms. Real Prop., 8th ed. pp. 51. 350).

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

1. The *cestui que trust* will not be able to recover the estate from the *bona fide* purchaser for valuable consideration, without notice; for the equities of both parties are equal, and the purchaser has acquired the legal estate by conveyance from the trustee. But where the equities are equal, the law will prevail. Therefore equity will not interfere, or take the estate out of the hands of the purchaser.

2. The general rule with regard to mistakes of law is, that ignorance of law will not furnish an excuse for any person, either for a breach or for an omission of duty: *Ignorantia legis non excusat;* and this maxim is as much respected in equity as at law (Story Eq. Jur. 9th ed. pp. 101, 102).

It has, however, been laid down as unquestionable doctrine that if a party, acting in ignorance of a plain and settled principle of law, is induced to give up a portion of his property to another, under the name of a compromise, a court of equity will relieve him from the effect of his mistake (*Nayler* v. *Winch*, 1 Sim. & Stu. 555). But where a doubtful question arises, such as a question respecting the true construction of a will, a different rule prevails; and a compromise fairly entered into, with due deliberation, will be upheld in a court of equity (Lord Langdale in *Pickering* v. *Pickering*, 2 Beav. 56).

In regard to mistakes in matters of fact, relief will be granted where the mistake is unilateral, and the fact was material to the act or contract, and was not doubtful from its own nature, and was a fact which would not be ascertained by such diligence or care as is usual in transactions of a like nature, and of which the other party was under a legal obligation to inform the mistaken person (See St. Eq. Jur. secs. 121—151; Smith, Man. Eq. 7th ed. p. 44).

Or we may state briefly, that a court of equity will not in general interfere to relieve against a mistake in a matter of law, but will interfere to relieve against an innocent mistake in a matter of fact.

3. The legacy of £1,000 Consols being specific, B. will be entitled to it, with interest and dividends accrued due from the testator's death. As regards the legacy to C., C. will be entitled to so much of the £5,000 Indian five per Cents. as will purchase £1,000 Reduced Annuities, payable on the 1st of January, 1871, with interest from that time. For the legacy to C. is pecuniary, and not specific, and is therefore payable one year after the testator's death (Roper on Legacies, 4th ed. pp. 204, 864).

4. A person who has accepted the trust cannot afterwards renounce it. The only mode by which he can obtain a release is either under the sanction of a court of equity, *or* by virtue of a special power in the instrument creating the trust, *or* with the consent of all the parties interested, being *sui juris* (Lewin on Trusts, 5th ed., p. 294, and cases there cited).

5. The receipts in writing of any trustees or trustee for any money payable to them or him, by reason or in the exercise of any trusts or powers reposed or vested in them or him, are sufficient discharges for the money therein expressed to be received, and effectually exonerate the persons paying such money from seeing to the application thereof, or from being answerable for any loss or misapplication thereof (Statute 23 & 24 Vict. c. 145, s. 29).

6. The effect, as regards costs, of a set of trustees appearing separately in a suit by different solicitors would be that some or all of them would lose their right to their full costs. For, as one solicitor or set of solicitors would be sufficient to represent all the trustees, one set of costs only would be allowed to all the trustees. The apportionment of the costs is left to the taxing master (See Lewin on Trusts, 5th ed. p. 718, and cases there cited).

7. As long as the relation of trustee and *cestui que trust*, under an express trust, is acknowledged to exist, lapse of time can constitute no bar to an account or other proper relief for the *cestui que trust*. But when the relation of trustee and *cestui que trust* is no longer admitted to exist, or time and long acquiescence have obscured the nature and character of the trust, a court of equity will refuse relief upon the ground of lapse of time and inability to do justice (Sm. Man. Eq. 7th ed. p. 139).

8. Equity considers that as done which ought to be done. Now, if the sale were made and the annuity granted according to the contract, B. would not be entitled to receive any instalment of the annuity, and yet C. would be entitled to the estate. Therefore on general principles this will be also the case, though the contract should not have been carried out in B.'s lifetime. See *Jackson* v. *Lever*, 3 Bro. C. C. 605; *Coles* v. *Trecothick*, 9 Ves. 246; *Kenny* v. *Wexham*, 6 Madd. 355. And the circumstance of the contingency having turned out unfavourably to the vendor, is no ground

of defence. But if, it is laid down by Lord Cottenham in *Davies* v. *Cooper* (5 Myl. & Cr. 279), that "it is true that, in sales of property in consideration of an annuity, the Court has decreed specific performance, notwithstanding the death of the annuitant; but in such a case the Court will inquire, with some jealousy, into the fairness of the transaction."

The above answer assumes that the terms of the contract have been actually fixed upon before B.'s death, otherwise the contract is void (*Strickland* v. *Turner*, 7 Exch. 208).

9. Where an executor or administrator shall have given such or the like notices as, in the opinion of the Court in which such executor or administrator is sought to be charged, would have been given by the Court of Chancery in an administration suit, for creditor and others to send in their claims against the estate of the testator or intestate, such executor or administrator shall, at the expiration of the time named in the said notices or the last of the said notices for sending in such claims, be at liberty to distribute the assets of the testator or intestate, or any part thereof, amongst the parties entitled thereto, having regard to the claims of which such executor or administrator has then notice (Statute 22 & 23 Vict. c. 35, s. 29).

The last-cited provision operates only to bar the right of the non-claiming creditor *as against the executor or administrator;* for the section goes on to provide that "nothing in the present Act contained shall prejudice the right of any creditor or claimant to follow the assets or any part thereof into the hands of the person or persons who may have received the same respectively."

10. An order for a rehearing or an appeal does not stop or hinder any proceedings on the decree or order appealed from, unless by special order of the Court. The Court will, however, in some cases, upon special application of the appellant, suspend the proceedings under a decree or order pending a rehearing on appeal (Daniell, Chan. Prac. 4th ed. 1351).

11. Where the nature of the act to be restrained is such that an immediate stoppage of it is absolutely necessary to protect property from destruction, or where the mere act of giving notice to the defendant of the intention to make the application might be, of itself, productive of the mischief apprehended, by inducing him to accelerate the act, the Court will award the injunction without notice, or even before service of the copy of the bill. The facts, however, which form the grounds of the application must be fully stated to the Court, and no material fact must be suppressed.

If the Court thinks that the case is not so urgent as to require its immediate interference, or that the affidavits in support of it are not positive enough, it will order notice of the application to be given to the defendant (Dan. Chan. Prac. 4th ed. 1506—7.

12. In a hearing on bill and answer each defendant may read the whole of his answer, for it is not contradicted by the plaintiff.

On a motion for a decree the state of the pleadings is the same as on a hearing on bill and answer, and the passages which may be read are therefore the same.

But on replication filed, the defendant is in general precluded from reading his answer as evidence. If, however, the answer relate wholly to the defendant's own acts and defaults, he is in a position to swear absolutely to the truth of the answer; and in this case he may, even after replication, obtain an order allowing him to read the answer as an affidavit (Hunter's Suit in Equity, 4th ed. pp. 68—70).

13. An infant cannot institute a suit alone, but must do so under the protection of an adult, called the "next friend," who will be answerable for the conduct and for the costs of the suit. A suit may be instituted on behalf of an infant without his consent. But the Court will, on the application of the defendant, or of any person acting as next friend of the infant *for the purpose of the application*, where a strong case is shown that a suit preferred in the name of an "infant" is not for the infant's benefit, or is instituted from improper motives, direct an inquiry concerning the propriety of the suit (Dan. Chan. Prac. ch. iii, s. 6; Hunter's Suit in Equity, 4th ed. p. 167.

14. A guardian to an infant may be appointed without suit, by a summons, entitled in the matter of the infant, being taken out at chambers (15 & 16 Vict. c. 80, s. 26; Cons. Ord. 35, rule 1; Hunter's Suit in Equity, 4th ed. p. 210).

15. A stop order in chancery is an order obtained by an assignee of a fund in court, so as to give notice of the assignment, and prevent dealings with the fund. This order is obtainable in chambers whenever the assignor and assignee concur; otherwise a special petition, with evidence of the assignor's title and of the assignment to the petitioner, must be presented to the Court. The order is drawn up in the usual way, and left at the office of the Accountant-General; after which no dealing can be had with the fund affected until the stop order is finally discharged, or until an order is expressly made to deal with the fund notwithstanding the previous stop order (Hunter's Suit in Equity, 4th ed. p. 217).

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. The bankrupt law, as distinguished from the ordinary law between debtor and creditor, involved the three general principles of a summary and immediate seizure of all the debtor's property, a distribution of it among the creditors in general (instead of merely applying a portion of it to the payment of the individual complainant), and the discharge of the debtor from future liability for the debts then existing.

2. Persons who are not traders cannot be made bankrupts under the Act in respect of any debt older than the 6th of August, 1861 (the date of the Bankruptcy Act, 1861), but there is no such limitation in the case of traders, who may be made bankrupt in respect of any debt not barred by the Statutes of Limitation (s. 118).

Also a trader can, and a non-trader cannot, be made bankrupt for departing from his dwelling-house (section 6).

And the doctrine of reputed ownership is confined to traders (section 15).

And in the case of traders only is the onus of defending a voluntary settlement thrown upon the settlor (section 91).

3. The acts of bankruptcy upon which an adjudication may be founded, are—

a A conveyance or assignment of property to a trustee for the benefit of creditors generally:

b A fraudulent conveyance in England, or elsewhere, of the debtor's property, or of any part thereof:

c The doing with intent to defeat or delay creditors, of any of the following things: namely, departing or remaining out of England; or (in case of *a trader*) departing from his dwelling-house, or otherwise absenting himself; or beginning to keep house; or suffering himself to be outlawed:

d Filing in the Court, a declaration admitting inability to pay debts:

e If (in the case of a *trader*) execution has issued against the debtor on any legal process for the purpose of obtaining payment of not less than £50, and has been levied by seizure and sale of his goods:

f If the creditor presenting the petition has served on the debtor a debtor's summons requiring the debtor to pay a sum due, of an amount of not less than £50, and the debtor being a *trader* has for the space of *seven days*, or *not being a trader* has for the space of *three weeks* succeeding the service of such summons neglected to pay such sum or to secure or compound for the same.

But no person is to be adjudged a bankrupt on any of the above grounds unless the act of bankruptcy on which the adjudication is grounded, has occurred within six months before the presentation of the petition for adjudication (Section 6).

4. The trustee is to have regard to any directions given by a resolution of the creditors at any general meeting, or by the committee of inspection; and is to call a meeting of the committee of inspection at least once every three months for auditing his accounts and for determining whether any or what dividend is to be paid. He may also call special meetings of the committee as he thinks necessary. Subject to to these provisions he is to exercise his own discretion in managing the estate and distributing it amongst the creditors.

He is for the purpose of acquiring or retaining possession of the property of the bankrupt, to be in the same position as if he were receiver of such property appointed by the Court of Chancery (Section 20).

The trustee is appointed by a general meeting of the creditors of the bankrupt; or by the committee of inspection, as the creditors may resolve. When he appointed the creditors shall declare what security is to be given, and to

whom, by the person so appointed before he enters on his office (Section 14).

5. The functions of the Committee of Inspection are the superintendence of administration by the trustee of the bankrupt's property (section 14), and (on the calling of a meeting by the trustee) to audit his accounts, and determine whether any, and what, dividend is to be paid (Section 20).

6. The debts which are to be paid in priority to all other debts (though between themselves they rank equally and abate in equal proportions) are—

a All parochial or other local rates due at the date of the order of adjudication, and having become due and payable within twelve months next before such time; all assessed taxes, land tax, and property or income tax assessed on him up to the 5th day of April next before the date of the order of adjudication, and not exceeding in the whole one year's assessment:

b All wages or salary of any clerk or servant in the employment of the bankrupt at the date of the order of adjudication not exceeding four months' wages or salary, and not exceeding £50; all wages of any labourer or workman in the employment of the bankrupt at the date of the order of adjudication, and not excesding two months' wages (Section 32).

If the bankrupt had any apprentice or articled clerk, and any money has been paid by him as a fee, the trustee may pay him preferentially a reasonable sum (section 33).

7. The property of the bankrupt, divisible amongst his creditors, comprises all the property vested in him at the commencement of the bankruptcy or devolving on him during its continuance except—

a Property held by the bankrupt on trust for any other person:

b The tools (if any) of his trade, and the necessary apparel and bedding of himself, his wife and children, to a value, inclusive of tools and apparel and bedding, not exceeding £20 in the whole" (Section 15).

8. Immediately upon the order for adjudication being made the property of the bankrupt is to vest in the registrar, but on the appointment of a trustee the property is forthwith to pass to and vest in the trustee appointed.

While the registrar holds the office of trustee he is to apply to the Court for directions as to the mode of administering such property, and is not to take possession thereof unless directed by the Court (Section 17).

9. The order of discharge is not to be granted unless it is proved to the Court that one of the following conditions has been fulfilled, that is to say, either that a dividend of not less than ten shillings in the pound has been paid out of the property, or might have been paid, except through the negligence or fraud of the trustee, or that a special resolution of the creditors has been passed to the effect that the bankruptcy or the failure to pay ten shillings in the pound has in their opinion arisen from circumstances for which the bankrupt cannot justly be held responsible, and that they desire that an order of discharge should be granted to him (section 48).

10. The order of discharge will not release the bankrupt from any debt or liability incurred by means of any fraud or breach of trust, nor from any debt or liability whereof he has obtained forbearance by any fraud, but it will release him from all other debts provable under the bankruptcy, with the exception of—

a Debts due to the Crown:

b Debts with which the bankrupt stands charged at the suit of the Crown or of any person for any offence against a statute relating to any branch of the public revenue, or at the suit of the sheriff or other public officer on a bail bond entered in for the appearance of any person prosecuted for any such offence.

And he is not to be discharged for such excepted debts unless the Commissioners of the Treasury certify in writing their consent to his being discharged therefrom (section 49).

11. All goods and chattels which, at the commencement of the bankruptcy, are in the possession, order, or disposition of the bankrupt, *being a trader*, by the consent and permission of the true owner, of which goods and chattels the bankrupt is reputed owner, or of which he has taken upon himself the sale or disposition as owner, are to be divided among the creditors as his property (Section 15). But no *choses in action* are to be deemed goods and chattels within the meaning of this clause, except debts due in the course of trade or business.

12. When any property of the bankrupt acquired by the trustee consists of land of any tenure burdened with onerous covenants, of unmarketable shares in companies, of unprofitable contracts, or of any other property that is unsaleable or not readily saleable by reason of its binding the possessor thereof to the peformance of any onerous act, or to the payment of any sum of money, the trustee, notwithstanding he has endeavoured to sell, or has taken possession of such property, or exercised any act of ownership in relation thereto, may, by writing under his hand, disclaim such property, and upon the exection of such disclaimer the property disclaimed shall, if contract, be deemed to be determined from the date of the order of adjudication; and if a lease, it shall be deemed to have been surrendered on the same date; and if shares in any company, they shall be deemed to be forfeited from that date; and if any other species of property, it shall revert to the person entitled on the determination of the estate or interest of the bankrupt, but if there shall be no person in existence so entitled, then in no case shall any estate or interest therein remain in the bankrupt. Any person interested in any disclaimed property may apply to the Court, and the Court may, upon such application, order possession of the disclaimed property to be delivered up to him, or make such other order as to the possession thereof as may be just.

Any person injured by the operation of this section shall be deemed a creditor of the bankrupt to the extent of such injury, and may accordingly prove the same as a debt under the bankruptcy (Section 23).

13. Demands in the nature of unliquidated damages arising otherwise than by reason of a contract or promise, are not provable in bankruptcy under the new Act, and no person having notice of any act of bankruptcy available for adjudication against the bankrupt, shall prove for any debt or liability contracted by the bankrupt subsequently to the date of his so having notice (Section 31).

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. A public crime is defined by Blackstone to be "a breach and violation of the public rights and duties due to the whole community, considered as a community in its social aggregate capacity;" and a civil injury as "an infringement or privation of the civil rights which belong to individuals": 4 Bla. Com. 5. The substantial distinction between crimes and civil injuries is, however, the mode in which they are pursued, and the object of the procedure. Persons committing crimes are liable to proceedings in the name of the State, and the object of such proceedings is punishment alone. Persons committing civil injuries are liable to proceedings at the suit of the person injured, and the object of the the proceedings is compensation for the injury. Those acts which render the person committing them liable to the former kind of proceedings are crimes; those creating a liability to the latter kind of proceedings are civil injuries. The distinction between crimes and civil injuries is for the most part purely arbitrary.

2. The principal courts of criminal jurisdiction are the Court of Queen's Bench, the Courts of Quarter Sessions, Petty Sessions and Borough Courts, the Central Criminal Court, the Court for the Consideration of Crown Cases Reserved. The House of Lords is also a criminal court for the trial of peers in cases of felony, and for the trial of impeachments.

3. Judges at assizes usually sit under five several authorities: 1. A commission of assize. 2. A commission of Nisi Prius. 3. Commission of the peace. 4. A commission of oyer and terminer. 5. A commission of general goal delivery. The two first commissions are chiefly of a civil nature, although the justices sitting under them have a criminal jurisdiction in certain special cases. Under the commission of the peace they have a criminal jurisdiction but the most important criminal jurisdiction is given by the two last commissions. By the commission of oyer and terminer they have jurisdiction to hear and determine all treasons, felonies, and misdemeanours. By the commission of general gaol delivery, they are empowered to try and deliver every person who shall be in the gaol when the judges arrive at the circuit town.

4. The jurisdiction of the Central Criminal Court extends over the City of London and the County of Middlesex, and certain parts of the counties of Essex, Kent, and Surrey, and also over all offences committed on the high seas and other places within the jurisdiction of the Admiralty.

The Court of Quarter Sessions is held in every county once in every quarter of a year. The sessions for the county of Middlesex are specially regulated by statute, and are held twice in every month.

6. A grand jury must consist of not less than twelve and not more than twenty-three.

7. Twelve of the grand jury must agree in finding a bill.

8. Generally all voluntary confessions are receivable in evidence on being proved like other facts. If the confessions are not voluntary, they are not admissible as evidence against the prisoner. If, for instance, they have been extorted by fear, or by some inducement held out to the prisoner by some one having authority over him in connection with the prosecution.

9. Yes. Such information may be used when it is found to be true, because being thus confirmed by other facts, its truth is proved by such facts, and it is shown not to have been fabricated in consequence of any inducement. It is therefore competent to prove that the prisoner stated that a particular article would be found by searching at a particular place, and that it was so found, although it might not be competent to inquire whether he had confessed that it was there.

10. Obtaining money under false pretences is a misdemeanour by section 88 of 24 & 25 Vict. c. 96, which enacts that "whosoever shall by any false pretence obtain from any other person any chattel, money or valuable security with intent to defraud shall be guilty of a misdemeanour." This crime differs from larceny; thus, in larceny the owner of the thing stolen has no intention to part with his property therein to the person taking it; when the crime of obtaining money under false pretences is committed, the owner has an intention to part with his property, but such intention is produced by fraud. It is of the essence of larceny that there should be a "taking" of the goods. A "taking" is not necessary to constitute the crime of obtaining money or goods on false pretences.

On an indictment for obtaining money under false pretences under section 88 of 24 & 25 Vict. c. 96, the prisoner may be found guilty of larceny in obtaining the money or goods if the facts proved show that that crime was in fact committed.

11. By section 16 of 24 & 25 Vict. c. 100, it is made a felony to send letters containing threats of murder; the punishment under this section is penal servitude for not exceeding ten years and not less than three years, or imprisonment for not less than two years with or without hard labour, and with or without solitary confinement, and if a male under sixteen with or without whipping. This punishment is now subject to 27 & 28 Vict. c. 47, s. 2. By section 50 of 24 & 25 Vict. c. 97, it is felony to send letters threatening to burn houses, stacks of grain, or other agricultural produce. The punishment the same as in the case of letters threatening to murder.

12. The stealing of title deeds was not a larceny at common law, on the principle that they savoured of the realty —that is, were part of the land to which they related. At common law nothing which savoured of the realty was the subject of larceny. The stealing of title deeds is now a felony by section 28 of 24 & 25 Vict. c. 96.

12. A conspiracy must be by two persons at least; one cannot be convicted of it unless he have been indicted for conspiracy with persons unknown; but one person alone may be tried for a conspiracy provided the indictment charge him with conspiracy with others who have not appeared or who are since dead.

13. There can only be accessories in the case of felonies. In treasons and in misdemeanours all are principals if guilty at all.

14. It must be proved by the oath or affirmation of any credible witness that the witness is dead, and that such deposition was taken in the presence of the person accused, and that he or his counsel or attorney had a full opportunity of cross-examining the witness, and if such deposition purport to be signed by the justice by or before whom the same purports to have been taken, such deposition may be read without further proof thereof unless it shall be proved that such deposition was not in fact signed by the justice purporting to sign the same.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

The Intermediate Examination of Candidates, under articles of clerkship, took place at the Hall of the Incorporated Law Society, Chancery-lane, London, on Thursday the 20th inst. The examiners were the Master Templer, of the Court of Exchequer, Mr. J. M. Clabon, Mr. Alfred Bell, and Mr. F. H. Janson.

I.—From Chitty on Contracts.

1. What are the different kinds of contract, and how are they classified?

2. What in the language of our law does the term "contract" comprise?

3. What is the exception to the rule "that both parties must be bound or that neither is liable," in the case of an infant?

4. What is the meaning of the word "consideration" in a simple contract, and explain the maxim "ex nudo pacto non oritur actio."

5. State the general rule of law as to the liability of the husband upon his wife's contracts during coverture.

6. What is the legal liability of a common carrier by the common law of the realm, in the case of goods delivered to him to carry?

7. Could an action at common law be maintained on a wager, and how is this now affected by statute law?

II.—From Williams on the Principles of the Law of Real Property.

8. Why, on a mortgage, is the possession of the deeds important?

9. What is the proper length of title to an advowson, and why is it longer than in other cases?

10. What is the difference between the covenants for title by a vendor and a mortgagor?

11. A first mortgagee, having the legal estate, takes a further charge. Does this give him priority over an intermediate second mortgagee?

12. What is the effect of a deposit of deeds, without writing, with a person advancing money to the depositor?

13. What powers have been made incident by statute to a mortgage?

14. Describe a mortgagee's remedies on non-payment, where he has no power of sale; and can he have the property sold by any means?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. If a parol agreement be intended to be reduced into writing according to the statute, but the fraud of one of the parties has prevented its being reduced into writing, can a court of equity enforce such parol agreement?

16. A property is settled to the separate use of a then married woman during her life, with a restriction against anticipation by her, such separate use clause and restriction against anticipation being expressly made applicable to all her future covertures. She becomes a widow, and afterwards marries again, no settlement or deed whatever being made on her second marriage. Will she, or not, be entitled to the benefit of the separate use clause as against her second husband?

17. Where gifts or legacies are bestowed on persons on condition that they shall marry with the consent of parents, guardians, or other confidential persons, and such consent be refused, from fraudulent, corrupt, or unconscientious motives, will a court of equity interfere, and if so, with what object?

18. Define "an open account," and distinguish it from "a stated account."

19. Define "a constructive trust."

20. Suppose an executor by mistake, but bonâ fide and without fault, to have paid legatees before a discharge of all debts, would such legatees be under any, and what liabilities?

21. Suppose annuitants to be scheduled to a trust deed but not to be made parties to the deed, do such annuitants acquire a lien upon the trust estate?

IV.—Book Keeping.

22. State the general objects to be attained by book keeping.

23. What is understood by a "profit and loss account," and how is it framed?

24. Give the names of the principal books of account required in ordinary book keeping?

25. What is the meaning of a rest in an account stated?

26. Describe the nature and object of a ledger, and give a short specimen of a ledger account?

INCORPORATED LAW SOCIETY.

Preliminary Examination.

The Preliminary Examination in General Knowledge will take place on Wednesday, the 11th, and Thursday, the 12th May, 1870, and will comprise:—

1. Reading aloud a passage from some English author.
2. Writing from dictation.
3. English Grammar.
4. Writing a short English composition.
5. Arithmetic—A competent knowledge of the first four rules, simple and compound.
6. Geography of Europe and of the British Isles.
7. History—Questions on English History.
8. Latin—Elementary knowledge of Latin.
9. 1. Latin. 2. Greek, Ancient or Modern. 3. French. 4. German. 5. Spanish. 6. Italian.

The Special Examiners have selected the following books, in which candidates will be examined in the subjects numbered 9 at the Examination on the 11th and 12th May, 1870:—

In Latin . . .	Cæsar, De Bello Gallico, I. II., or Virgil, Æneid, Book XII.
In Greek . . .	Homer's Illiad, Book IV.
In Modern Greek	Βυντοπῆς Ἱστορία τῆς Ἀμερικῆς βιβλίον ζ'.
In French . . .	Bernardin de Saint-Pierre, Paul et Virginie; or, Racine, Athalie.
In German . . .	Goëthe, Die Leiden des Jungen Werther; or, Schiller's Gedichte:—1. Das Lied von der Glocke. 2. Der Taucher. 3. Die Bürgschaft.
In Spanish . . .	Cervantes, Don Quixote, cap. xv. to xxx., both inclusive; or Moratin, El Sí de las Ninas.
In Italian . . .	Manzoni's I Promessi Sposi, cap. i. to viii., both inclusive; or Tasso's Gerusalemme, 4, 5, and 6 cantos; and Volpe's Eton Italian Grammar.

With reference to the subjects numbered 9, each candidate will be examined in one language only, according to his selection. Candidates will have the choice of either of the above-mentioned works.

The examinations will be held at the Incorporated Law Society's Hall, Chancery-lane, London, and at some of the following Towns:—Birmingham, Brighton, Bristol, Cambridge, Cardiff, Carlisle, Carmarthen, Chester, Durham, Exeter, Lancaster, Leeds, Lincoln, Liverpool, Maidstone, Manchester, Newcastle-on-Tyne, Oxford, Plymouth, Salisbury, Shrewsbury, Swansea, Worcester, York.

Candidates are required by the Judges' Orders to give one calendar month's notice to the Incorporated Law Society, before the day appointed for the examination, of the language in which they propose to be examined, the place at which they wish to be examined, and their age and place of education. All notices should be addressed to the Secretary of the Incorporated Law Society, Chancery-lane, W.C.

ADMISSION OF ATTORNEYS.

Hilary Term, 1870.

The following are the days for admission in Common Law:—

Saturday..... Jan. 29 | Monday.....Jan. 31

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Monday, the 31st January, 1870, at the Rolls Court, Chancery-lane, at 4 o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Saturday, the 29th of January.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Monday, January 24, class A; Tuesday, January 25, class B; Wednesday, January 26, class C—4.30 to 6 p.m.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Friday, Jan. 28—Lecture, 6 to 7 p.m.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on Tuesday the 18th inst., Mr. L. Hunter, in the chair, a very interesting discussion took place upon the following question:—"In the recent case of *Farrer* v. *Close* (17 W. R. 1129), were the rules of the society (a trade union), as shown by the evidence, illegal and in restraint of trade?" Mr. Glynes opened the debate in which ten other speakers took part. The society decided the question in the negative by a majority of 10 to 5. The number of members present was 23. Four new members were elected.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Hilary Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

Alcock, James Alexander.—Thomas Sherratt, Talk-o'the-hill.

Booth, James.—Henry Galloway, Manchester.

Davis, Augustus Oliver.—George Alfred Lloyd and Clement Stretton, 30, John-street, Leicester; and Edwin Howard, 66, Paternoster-row.

Draper, Lionel Stanton.—James Stockton, Banbury.

Gaches, Geo. Fitzroy Dean.—William Daniel Gaches, Peterborough.

Hartland, Edwin Sydney.—Henry O'Brien O'Donoghue, Bristol.

Kirby, Alfred Octavius.—William Godden, 34, Old Jewry.

Liggins, Henry Joseph.—Philip Augustus Hanrott, 9, Bedford-row.

Mann, William John.—Rowland Rodway, Trowbridge.

Nethersole, Hy. Wordsworth.—Henry Nethersole, 1, New-inn.

Paine, Edwin Alfred.—Joseph Newbon and John Llewellyn Evans, 28, Nicholas-lane.

Philips, Frederick George.—Jacob Phillips, Chippenham; and William Savery, Hastings.

Pullen, Charles Henry.—Charles Alfred Pullen, 22 Chancery-lane.

Rees, David.—Arthur Henry Wansey, Bristol.

Shakespear, John Henry.—Philip Henry Lawrence, 6, Lincoln's-inn-fields; and Thos. Good Blain, Manchester.

Short, Charles Coard.—John Edward Gray Hill, Liverpool.

Smith, Francis, Jun.—John Thomas Roumieu, Austin-friars; and Henry Wakeham Purkis, 1, Lincoln's-inn-fields.

Smith, Frederic Clowes.—William H. Tillett, Norwich.

Williams, Anthony Phillips.—Robert Graham, Newport.

Hilary Vacation, 1870.

Corbet, John James.—Miller Corbet, Kidderminster.

Silberberg, Adam Alfred.—Thos. Thomson, 60, Cornhill.

Stutfield, Henry William.—Thomas Jennings White, Whitehall-place.

Last Day of Hilary Term, 1870.

Arthy, Joseph Bridge.—James Parker and John William Wilson, Chelmsford.

Blake, Charles.—Henry John Davis, George Blakey, and William James Lloyd, Newport.

Boulter, Walter Consitt.—Edward Cleathing Bell and John Leak, Kingston-upon-Hull.

Catherall, Edward.—Charles Gammon, 13, Barge-yard Chambers, Bucklersbury.

Gatis, Thomas.—Deakin & Dent, Wolverhampton.

Greaves, John Brook.—Charles Leach Coward, Rotherham.

HARVEY, FRANK JACOB.—Briscoe Hooper, Torquay.
HUNT, ALFRED.—Benjamin Hunt, 6, Gray's-inn-square.
JAMES, EDWARD NUGENT.—James Trower Bullock, Purton, near Swindon.
LYNCH, CHRISTOPHER BERNARD.—Francis Charles New, 4, King-street, Cheapside.
ROGERS, THOMAS HENRY TATE.—James Flower Fussell, Bristol.
SMYTH, BENJAMIN.—Samuel Boxill Robertson, 6, Crown Office-row, Temple.
SUDLOW, JOHN, JUN.—John Bury and John Sudlow, Manchester; and Charles Milne, Inner Temple.
WARD, JOHN SANDILANDS.—Frederick William Remnant, 52, Lincoln's-inn-fields.
WILLIAMS, DAVID THEODORE, B.A.—Edward Scott (deceased) and Edward Scott, Wigan.
WILLMOTT, HENRY GEORGE.—Richard Stubbs, Bristol.
WORTHINGTON, CHRISTOPHER.—John Egerton Ward, Congleton.

[For former names see p. 61 *ante*.]

NOTICES OF APPLICATIONS TO TAKE OUT OR RENEW ATTORNEYS' CERTIFICATES.

Bellingham, James Gordon, Saffron Walden.
Broomhead, Henry Douglas, Isle of Man; and Southport.
Cooper, Henry Stanley, 31, Gibson-place, Islington; and Manchester.
Cory, Robert, Great Yarmouth.
Curtis, Joseph Edward, Hay, Brecon; and Stonehouse, Devon (24th Jan. 1870).
Dulling, James, Kingston-on-Thames; and Barnet.
Evans, George Edward, St. Helier's, Jersey.
Ford, Henry, Surbiton; Albany-st; Osnaburgh-st; Milford; and Tenby.
Foster, Joseph, 306, Camberwell New-road.
Glyn, Spencer Robinson, 69, Gloucester-street, Pimlico.
Gough, Kedgwin Hoskins, Brussels; 148, Cambridge-street, Westminster; and 4, Henniker-road, Chelsea.
Harvey, Kingston, Constantinople.
Harvey, John Kentish, Twickenham.
Hodgkinson, George Wagstaff, 2, Tonsley-hill; 4, Prospect-terrace, Wandsworth; and Worksop.
Hughes, Theodore Charles, 34, South-road, Wimbledon; and Aberystwith.
Kendall, Francis Henry, Birkenhead.
Lewis, John Vaughan, Bath Hartley House; and Downshire-hill, Hampstead.
London, William James, 5, Rye-terrace, Peckham-rye.
Maberly, Thomas Henry, Braiswick, Colchester.
Marratt, William, Teddington; and Sunbury (12th Jan. 1870).
Messiter, Herbert, Wincanton (10th Jan. 1870).
Morgan, John, 74, Belsize-road, Hampstead.
Nunn, Sturley, jun., Ixworth.
Pain, John Cave, Clapham-junction, Battersea.
Parr, George, Cropwell Butler; and 18, Lorrimore-road, Walworth.
Reynolds, Thomas Andrew Fitzgerald, 59, Southampton-row.
Roberts, William, Bristol.
Smedley, John Benjamin, 7, Cockerill's-buildings, City.
Smith, George Archer, 10, Albert-terrace, Southwark; and Ordsal.
Smith, Edward, Leeds and Stroud.
Sunderland, Charlie Sykes, Huddersfield (14th Jan. 1870).
Taylor, Robert, Sidmouth; Plymouth; Derby.
Walkden, Thomas, Mansfield.
Watt, Francis James, Manchester and Birmingham (17th Jan. 1870).
Webb, Richard William, 72, Southampton-street, Camberwell; and 70, Amelia-street, Walworth.
Whiteside, Henry Jackson, Liverpool.
Willesford, Charles, Bude, Tavistock.
Woods, Edward William, Warrington.

Our readers, so many of whom have offices in the vicinity of Lincoln's-inn-fields, may be usefully informed that a telegraph station is now open at the Chancery-lane Post-office. On Thursday, January 6th, the business of the Electric and International Company was transferred to, and messages were despatched from, the West Central Post-office, Southampton-street, Holborn; and, by the end of the month, other Governmental offices will be opened in the vicinity, of which our readers shall be apprised.

COURT PAPERS.

COURT OF CHANCERY.

ORDER OF COURT.—Jan. 18.

Whereas from the present state of the business before the Lord Chancellor and Master of the Rolls respectively, it is expedient that a portion of the causes set down before the Lord Chancellor to be heard before the Vice-Chancellor Sir Richard Malins, and before the Vice-Chancellor Sir William Milbourne James, should be respectively transferred to the Master of the Rolls' book of causes for hearing: Now I do hereby, at the request of the Master of the Rolls, order that the several causes set forth in the first schedule, hereunto subjoined, be accordingly transferred from the book of causes of the Vice-Chancellor Sir Richard Malins to that of the Master of the Rolls; and that the several causes set forth in the second schedule, hereunto subjoined, be transferred from the book of causes of the Vice-Chancellor Sir William Milbourne James to that of the Master of the Rolls. And I do further order that all causes so to be transferred (although the bills in such causes may have been marked respectively for the Vice-Chancellor Sir Richard Malins, or the Vice-Chancellor Sir William Milbourne James, under Order VI. of the Consolidated Orders of this Court, and notwithstanding any orders therein made by the said Vice-Chancellors respectively, or their respective predecessors, shall hereafter be considered and taken as causes originally marked for the Master of the Rolls, and be subject to the same regulations as all causes marked for the Master of the Rolls are subject to by the same orders; provided nevertheless that no order made by the said Vice-Chancellors respectively, or their respective predecessors, in any such causes shall be varied or reversed, otherwise than by the Lord Chancellor or the Lords Justices. And this order is to be drawn up by the Registrar, and set up in the several offices of this Court.

HATHERLEY, C.

THE FIRST SCHEDULE.

From the Vice-Chancellor Sir Richard Malins's Book.

Symes v. Hughes. Cause	1869	S.	197
Chadwick v. Chadwick. Cause set down at request of defendants..	1861	C.	34
Ames v. Colnaghi. Cause.	1869	A.	1
Phillips v. Furber. Motion for decree ..	1868	P.	92
Richardson v. Whatman. Cause	1868	R.	23
Smith v. Blakesley. Motion for decree ..	1869	S.	134
Beyfus v. Cox. Motion for decree	1868	B.	192
Fisher v. Pease. Motion for decree.	1868	F.	47
Johnson v. Stone. Motion for decree	1868	J.	104
The City Discount Company (Limited and Reduced) v. Stevens. Cause	1869	C.	130

THE SECOND SCHEDULE.

From the Vice-Chancellor Sir Wm. James's Book.

Whitburn v. Wynne. Motion for decree ..	1869	W.	15
Emmott v. Booth. Motion for decree ..	1868	E.	7
Davies v. Davies. Motion for decree ..	1864	D.	63
Hopgood v. Parkin. Cause	1867	H.	79
Hiatt v. Hillman. Cause	1868	H.	40
Upperton v. Nikolson. Motion for decree ..	1869	U.	4
Swift v. Wenman. Motion for decree ..	1869	S.	16
Graham v. Teall. Motion for decree ..	1868	G.	135
The Co. of Proprietors of the Grand Junction Canal v. Shugar. Motion for decree ..	1868	G.	136
Carpmael v. Carvell. Motion for decree ..	1869	C.	220
Smith v. Fisher. Cause.	1866	S.	186
The Bombay, Baroda, and Central India Ry. Co. v. Metro. Ry. Co. Motion for decree	1869	B.	198
McCracken v. Forbes. Motion for decree ..	1868	M.	221
Morgan v. Morgan. Motion for decree ..	1868	M.	121
Peacock v. Eastland. Motion for decree ..	1869	P.	122
Lawson v. The National Savings Bank Association (Limited). Cause (witnesses) ..	1868	L.	15
Purnell v. The National Savings' Bank Association (Limited). Cause (witnesses) ..	1868	P.	27
Simms v. Fox. Cause	1868	S.	84
Price v. The Metropolitan Ry. Co. Motion for decree	1869	P.	142
Railton v. Walter. Motion for decree ..	1869	R.	72
Tufnell v. Caton. Cause	1868	T.	14
Bryan v. Powell. Motion for decree ..	1868	B.	364
Goldschmidt v. Jones. Motion for decree ..	1869	G.	3
The City Offices Co. (Limited) v. Watts. Motion for decree	1868	C.	75
Oliver v. Edwards. Cause	1869	O.	8
National Savings Bank Association (Limited) v. Purnell. Cause.	1868	N.	57

MacHenry v. Davies. Motion for decree ..	1868	M.	16
Molesworth, Bart., v. Molesworth. Motion for decree	1869	M.	115
Ralfs v. Woolby. Motion for decree ..	1869	R.	41
Fox v. Scutts. Motion for decree	1868	F.	111
Holland v. Pickering. Motion for decree ..	1869	H.	39
South v. South. Motion for decree	1869	S.	68
Guy v. Johnson Motion for decree	1869	G.	58
Beckett, Bart., v. The Mayor, Aldermen, and Burgesses of the Borough of Leeds. Motion for decree	1868	B.	350
Besly v. Dayman. Motion for decree ..	1869	B.	262
Cornish v. Crosthwaite. Motion for decree ..	1869	C.	230
Iggulden v. Brockwell. Cause..	1869	I.	23
Salter v. Cox. Cause (witnesses)	1867	S.	255
Trafford v. The Peterboro', Wisbeach, and Sutton Ry. Co. Motion for decree ..	1869	T.	87
Slater v. Wasney. Motion for decree.. ..	1869	S.	93
Bulpett v. Sturges. Cause	1868	B.	108
Lea v. Anderton. Cause	1868	L.	77
Saunders v. Gilbertson. Cause (evidence viva voce at hearing)	1867	S.	245
Packe v. Reading. Cause.	1868	P.	159
Adnutt v. Sutton. Motion for decree.. ..	1853	A.	86
Bridger v. The Vestry of the Parish of St. Giles, Camberwell, in the County of Surrey. Motion for decree	1869	B.	255
Hatton v. Wicks. Motion for decree.. ..	1868	H.	219
Small v. Metropolitan Ry. Co. Motion for decree	1869	S.	194
Wicks v. Hatton. Cause (witnesses) ..	1868	N.	194
Watts v. Kilson. Motion for decree ..	1869	W.	77

HATHERLEY, C.

The Master of the Rolls will not hear any of the above causes before the first cause day in the sittings after Hilary Term.

SPRING CIRCUITS.

HOME.—Chief Justice Cockburn and Mr. Justice Keating.
NORTHERN,—Mr. Justice Willes and Mr. Justice Brett.
WESTERN.—Lord Chief Baron and Mr. Justice Hannen.
MIDLAND.—Mr. Justice Montague Smith and Mr. Baron Cleasby.
OXFORD.—Mr. Baron Martin and Mr. Justice Lush.
NORFOLK.—Mr. Justice Byles and Mr. Justice Blackburn.
SOUTH WALES.—Lord Chief Justice Bovill.
NORTH WALES.—Mr. Baron Channell.

Mr. Baron Pigott remains in town.

RULES AND FORMS FOR REGULATING THE PROCEEDINGS IN THE COUNTY COURTS UNDER THE DEBTORS ACT, 1869, AND THE FEES TO BE TAKEN THEREON.

SCHEDULE OF FORMS (*continued from page* 228).

7.

Order of commitment.

The Debtors Act, 1869.

In the [title of Court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.
Between A.B., plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment [or order] against the defendant in the county court of ——, holden at ——, on the —— day of ——, 187—, for the payment of £——, together with £—— for costs, and in payment thereof [or of —— shillings part thereof] the defendant hath made default:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of ——, 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the Court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same.

Now, therefore, it is ordered, that the defendant shall be committed to prison for* —— days, unless he shall sooner pay the sums, in payment of which he has so made default; together with the prescribed costs hereinafter mentioned:

These are, therefore, to require you the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] day of ——, 187—.

E.F.,
Registrar of the Court.

	£	s.	d.
Amount of judgment or order, including costs			
Paid into court...			
Amount unpaid and due on judgment ...			
Deduct amount of instalments at —s. per month, which were not required to have been paid before the date of this warrant ...			
Cost of judgment-summons and poundage on this order			
Amount upon the payment of which the prisoner is to be discharged...			

This order remains in force one year from the date thereof.

8.

Order of commitment on an order or judgment of a court other than a county court.

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.
Between A.B., plaintiff,
and
C.D., defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of ——:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor] [insert the name of the vice-chancellor making the order] on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the pate of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same:

* Not exceeding six weeks.

Now, therefore, it is ordered, that the defendant shall be committed to prison for* —— days, unless he shall sooner pay the sums, in payment of which he has so made default; together with the prescribed costs hereinafter mentioned.

These are, therefore, to require you the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order] day of ——, 187-.

E. F.,
Registrar of the court.

	£	s.	d.
Amount of judgment or order, remaining due...			
Costs of judgment summons and poundage on this order...			
Amount upon the payment of which the prisoner is to be discharged...			

This order remains in force one year from the date thereof.

Certificate of payment by a prisoner.

The Debtors Act, 1869.

I hereby certify, that the defendant, who was committed to my [or your] custody by virtue of an order of commitment under the seal of this court [or of the County Court of —— holden at ——], bearing date the —— day of ——, 187—, has paid and satisfied the sum of money for the non-payment whereof he was so committed, together with all costs due and payable by him in respect thereof; and that the defendant may, in respect of such order, be forthwith discharged out of my [or your] custody.

Given under my hand [or the seal of the court], this —— day of ——, 187—.

Gaoler [or registrar of the County Court of ——, holden at ——].

To the Governor or Keeper of ——.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and forms to come into force in all county courts on the first day of January, 1870.

HATHERLEY, C.

Whereas by The County Courts Act, 1856, s. 79, it was enacted, that the Commissioners of Her Majesty's Treasury, from time to time, with the consent of the Lord Chancellor, might lessen or increase the fees which were specified in schedule (C.) to that Act, or which were then payable on proceedings in the county courts taken under any Act not thereinbefore recited, and might substitute other fees in lieu thereof, or might order new fees to be paid on any proceedings which were then, or should thereafter be authorised to be taken in such courts, whether any fee was then payable thereon or not.

And whereas proceedings are authorised to be taken in such courts by the Debtors Act, 1869.

In pursuance of the power given by the above-recited Act, we, the undersigned, two of the Commissioners of Her Majesty's Treasury, whose names are hereunto subscribed, do hereby, with the consent of the Lord Chancellor, order that, on and after the 1st day of January 1870, the several fees, or sums in the name of fees, specified in the Schedule hereunder written, shall be taken on the proceedings therein mentioned; and that the fees so authorised to be taken shall be received by the registrars of the different county courts, and shall be accounted for and paid over by them to the treasurers of their respective courts.

LANSDOWNE.
W. H. GLADSTONE.

I approve of the annexed Schedule of Fees.

HATHERLEY, C.

22nd December, 1869.

* Not exceeding six weeks.

SCHEDULE.

For every judgment summons under the Debtors Act, 1869, threepence in the pound on so much of the amount of the original demand as, in obedience to the order of the Court, should have been paid at the time of the issue of the summons.

Where such last-mentioned amount does not exceed twenty shillings, an additional fee of sixpence; and where such amount does exceed twenty shillings, an additional fee of one shilling.

For every hearing of the matters mentioned in such judgment summons, sixpence in the pound on the amount upon which the fee on the summons is calculated.

For issuing every order of commitment, eighteenpence in the pound on the amount upon which the fee on the summons is calculated.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 21, 1870.

[*From the Official List of the actual business transacted.*]

3 per Cent. Consols, 92¼
Ditto for Account, Feb. 3, 92⅜
3 per Cent. Reduced 92⅜
New 3 per Cent., 92⅜
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, — per Ct. 2 p m
Ditto, £500, Do — 2 p m
Ditto, £100 & £200, — 2 p m
Bank of England Stock, 4½ per Ct. (last half-year) 237
Ditto for Account,

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	77
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	106
Stock	Great Eastern Ordinary Stock	100	37½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	110¼
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	61¼
Stock	Do., West Midland—Oxford	100	39
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	45¼
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	52¼
Stock	Metropolitan	100	79
Stock	Midland	100	122
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	46
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

At the beginning of the past week all the markets opened with dullness, which increased as time went on. The funds are still very heavy, but railways and foreign securities have experienced this day an improvement. The former now show some firmness, but the latter are still extremely sensitive to any depressing influence. The most business done in any one direction has been in Bank and telegraph shares.

We are requested to state that the subscription list for the shares of the Land and Sea Telegraph Construction Company will close on Monday, 24th inst., for London, and Tuesday, 25th, for the country.

The Home Secretary, acting on a memorial from the Town Council of Wakefield, has granted a separate Commission of the Peace for that borough.

The following gentleman of the Irish Bar have been elected Benchers of King's Inns, Dublin, to fill existing vacancies:—Mr. James A. Wall, Q.C.; Mr. Patrick J. Blake, Q.C.; Mr. James Robinson, Q.C.; and Mr. Hugh Law, Q.C.

THE NEW JUDGE.—It is probable, we understand, that the vacant seat on the Bench of the Court of Session will be filled by the appointment of Mr. Adam Gifford, Sheriff of Orkney and Shetland.—*Scotsman.*

JURIDICAL SOCIETY.—The next meeting will be held on Wednesday, the 26th of January, at 8 p.m., when Mr. H. R. Droop will read a paper on "The Property Rights of Married Women." Sir Roundell Palmer, Q.C., M.P., will preside. The council will meet at half-past 7.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LOPES—On Jan. 16, at 3, Cromwell-place, S. Kensington, the wife of Henry C. Lopes, Esq., Q.C., M.P., of a daughter.

MACKONOCHIE—On Jan. 19, at Great Marlow, the wife of James Mackonochie, Esq., Barrister-at-Law, of a son.

MARRIAGES.

BUHOT—WATTLEY—On Dec. 1, 1869, at Scarborough Church, Island of Tobago, the Honourable W. I. Buhot, M.D., M.R.C.S., England, and A.D.C. to His Excellency the Lieut.-Governor, to Elizabeth Woodley Wattley, eldest daughter of His Honour the Chief Justice.

DANIELL—BAYNES—On Jan. 13, at St. John's Parish Church, Hampstead, James Livett Daniell, Esq., Solicitor, of Bristol, to Sophie Day, second daughter of John Ash Baynes, Esq., of Hampstead-hill-gardens.

JONES—RALPHS—On Jan. 13, at St. Bride's Church, Liverpool, E. Wynne Jones, Solicitor, Chester, to Emily Ann, daughter of the late Thomas Ralphs, Esq., of Liverpool.

MARSDEN—HARRIS—On Jan. 20, at St. George's, Hanover-square, J. Ben Marsden, Solicitor, of 8, King's-road, Bedford-row, to Sarah Ann, widow of the late O. H. C. Harris, Esq., of Wootton Hall, Northamptonshire.

WHEATCROFT—WOODCOCK—On Jan. 6, at St. Peter's-at-Arches, Lincoln, W. G. Wheatcroft, Esq., Solicitor, Matlock, to Mary, eldest daughter of the late F. A. Lowe, Esq., of Gainsborough, and widow of C. C. Woodcock, Esq.

DEATHS.

ATWOOD—On Jan. 16, Anne, the wife of J. J. Atwood, Solicitor, Aberystwith, aged 60.

DUCKETT—On Jan. 11, at Dinan, France, Thomas Morton Duckett, Esq., Barrister-at-Law, in his 53rd year.

HEATON—On Jan. 17, at 17, Lancaster-gate, Maximilian Mowbray, infant son of G. W. Heaton, Barrister-at-Law, aged four months.

MEREWEATHER—On Jan. 18, at Bowden Hill, Wilts, Maria, the wife of Henry Alworth Mereweather, Esq., Q.C.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Jan. 14, 1870.

London and Manchester Assurance Company (Limited).—Petition for winding up, presented Jan 12, directed to be heard before the Master of the Rolls on Jan 22. Rooks & Co, King-st, Cheapside, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Arthur Average Association for British, Foreign, and Colonial Built Ships.—Petition for winding up, presented Jan 10, directed to be heard before the Master of the Rolls on Jan 22. Webb, Argyll-st, Regent-st, for Webb, Bangor.

Waterford and Passage Railway Company.—Creditors are required, on or before Jan 22, to send their names and addresses, and the particulars of their debts or claims, to William Joseph White, 33, King-st, Cheapside. Monday, Jan 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

TUESDAY, Jan. 18, 1870.

LIMITED IN CHANCERY.

Perdu Carta Lead Mining Company (Limited).—The Master of the Rolls has, by an order dated Dec 10, appointed William Hopkins Holyland, 13, Gresham-st, to be official liquidator.

Telegraph Construction and Maintenance Company (Limited and Reduced).—Petition for reducing the capital from £747,000 to £448,200, presented Jan 7, and is now pending.

UNLIMITED IN CHANCERY.

Manchester and London Life Assurance and Loan Association.—Petition for winding up, presented Jan 15, directed to be heard before Vice-Chancellor Stuart on Jan 28. Evans & Co, Nicholas-lane, solicitors for the petitioners.

STANNARIES OF CORNWALL.

Crane Mining Company.—Petition for winding up, presented May 3, directed to be heard before the Vice-Warden, at the Princes Hall, Truro, on Feb 9, at 1. Affidavits intended to be used at the hearing in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Feb 7, and notice thereof must at the same time be given to the petitioner, his solicitor, or agents. Stephens & Co, Plymouth, solicitors for the petitioner; Roberts, Truro, Agent.

Creditors under Estates in Chancery.

FRIDAY, Jan. 14, 1870.

Last Day of Proof.

Atkinson, Hy, Brough Sowerby, Westmorland, Farmer. Jan 31. Atkinson v Robinson, V.C. James. Wylson, Appleby.

Baldwin, Thos, Ilmington, Warwickshire, Carrier. Feb 12. Lansdown v Baldwin, M.R. Nicoll, Shipston-on-Stour.

Bloomfield Rev. Samd Thos, Hone-house, Wandsworth, D.D. Jan 31. Phillipps v Allin, V.C. Stuart. Allin, Angel-ct, Throgmorton-st.

Richardson, Harriott, Lambard-villas, Greenwich-rd, Widow. Feb 2. Tisley v Tagg, V.C. James. Dawes, jun, Angel-ct, Throgmorton-st.

Robins, Saml, Kentish-town-rd, Gent. Feb 14. Rowe v Robins, V.C. James. Clutton & Haines, Serjeants'-inn, Fleet-st.

Sanderson, Geo, Henry-st, Woolwich, Baker. Feb 7. Peltis v Adamson, V.C. James. Pidcock, Woolwich.

Watt, Jas, Aston-hall, Warwickshire, Esq. Feb 15. Watt v Muirhead, V.C. Malins. Bloxam, Birm.

Whiting, Wm, London-st, Paddington, Coffee-house Keeper. Feb 14. Whiting v Glading, V.C. Malins. Cooker, Gower-st, Bedford-sq.

TUESDAY, Jan. 18, 1870.

Burcham, Saml, Heigham, Norwich, Merchant. Feb 10. Pyle v Bushell, M.R. Bailey, Norwich.

Firth, David, Old Lindley, Yorks, Cotton Spinner. Feb 11. Firth v Bateman, V.C. Stuart. Ingram & Baines, Halifax.

Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Feb 21. Harrison v Drew, M.R. Harrison, Walbrook.

Hunter, John, St Lawrence, Kent, Robe Maker. Feb 7. Hunter v Bullock, V.C. James. Fielder & Sumner, Godliman-st, Doctors'-commons.

Lewis, John, Cardigan, Chandler. Feb 15. Evans v Esaw, V.C. Stuart. Evans, Cardigan.

Smith, John, Dewsbury, Yorks, Manufacturer. Feb 12. Hill v Smith, V.C. James. Watts & Son, Dewsbury.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 14, 1870.

Aston, Mary, Guildford-st, Widow. Feb 23. Booty & Butt, Raymond-bldgs, Gray's-inn.

Baker, Wm, Fakenham, Norfolk, Farmer. March 1. Cates, Fakenham.

Bermingham, Jas, Leek, Staffordshire, Silk Manufacturer. April 1. Challinor & Co, Leek.

Bowles, Stephen, Red Lion-sq, Glass Bottle Merchant. Feb 15. Child, Belmes-rd, Southgate-rd.

Brackenbury, Eliz Fisher, Louth, Lincolnshire, Widow. Feb 22. Johnston, Chancery-lane.

Brettell, Saml, Erdington, Warwickshire, Gent. Feb 26. Ludlow & Blewitt, Birm.

Brewis, Geo, Newcastle-upon-Tyne, Gent. Feb 28. Elsdon, Newcastle-upon-Tyne.

Brooke, Harriet Grace, Brislington House, nr Bristol, Spinster. Feb 23. Booty & Butt, Raymond-bldgs, Gray's-inn.

Browne, Mary Anne, Windsor, Berks, Spinster. Feb 20. Paterson & Co, Chancery-lane.

Clapham, Thos, Guiseley, Yorks, Cloth Manufacturer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Crofts, Eliza, Bernard-st, Russell sq, Widow. March 1. Jennings, Bennetts-hill, Doctors'-commons.

Deane, Wm Fras, Farnworth, Lancashire, Gent. March 1. Deane & Banks, Lpool.

Flint, Richd, Stockport, Cheshire, Surgeon. March 25. Vaughan, Heaton Norris.

Hall, Wm, Exeter, M. D. March 1. Western & Sons, 6t James-st Bedford-row.

Hulme, Jas Hilton, Curbar, Derbyshire, Gent. March 4. Hulme & Co, Manch.

Hume, Jas, Sydney, New South Wales, Architect. July 31. Roxburgh & Co, Sydney.

Kelsall, Thos, Nottingham, Victualler. March 1. Burton & Son, Nottingham.

Ladbroke, Felix, Belgrave-rd, Esq. March 1. Western & Sons, 6t James-st, Bedford-row.

Nicholls, Simon, Bristol, Yeoman. Feb 12. Gaisford, Berkeley.

Peover, Wm, Oakmere, Cheshire, Land Agent. March 31. Cheshire, Northwich.

Rhodes, Wm Naylor, Hawksworth, Yorks, Farmer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Robinson, Joseph, Lpool, Merchant. March 1. Richardson & Co, Lpool.

Skelton, Alice, Scarborough, Yorks, Widow. Feb 28. Moody & Co, Scarborough.

Stead, Wm, Menstone, Yorks, Farmer. Feb 1. Algernon & Co, St Swithin's-lane, for Hartley, Otley.

Still, Geo, Staplehurst, Kent, Farmer. March 14. Wilson & Co, Cranbrook.

Weaver, Wm, Aston, Worcestershire, Farmer. March 12. Weaver, Worcester.

Young, Eliz Goodman, Heath and Reach, Bedfordshire, Widow. March 1. Chew, Leyton.

TUESDAY, Jan. 18, 1870.

Ashton, Thos, Parkfield, Lancashire, Esq. Feb 28. Slater & Co, Manch.

Bennett, Thos, Loughborough, Leicester, Gent. March 31. Toone, Loughborough.

Briebach, Justus, Denmark-st, St George's-in-the-East, Sugar Refiner, Feb 18. Glynes & Son, Cresent, America-sq.

Brown, John, Lombard-st, Esq. March 1. Stevens & Co, Nicholas-lane, Lombard-st.

Brown, Ann, Oakland Lodge, Streatham-hill, Widow. March 1. Stevens & Co, Nicholas-lane, Lombard-st.

Chuter, John, Seale, Surrey, Limeburner. Feb 21. Potter, Farnham.

Clarke, Robt, Newcastle-upon-Tyne, Builder. Feb 28. Elsden, Newcastle-upon-Tyne.

Clegg, Fredk, Oldham, Lancashire. May 10. Whitaker, Lancaster-pl, Strand.

Duncan, John Richardson, Kingston-upon-Hull, Gent. Feb 18. Walker, Kingston-upon-Hull.

Evans, Thos Fisher, Barnsbury-st, Gent. March 1. Abbott, Whitehall.

Fletcher, Robt, Dewsbury, Yorks, Grocer. April 1. Chadwick & Son, Dewsbury.

Grave, Richd Arthur, Chertsey, Surrey, Schoolmaster. Feb 24. Holles, & Masson, Farnham.

Gudgeon, Thos, sen, Lower Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Thos, jun, Lower Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Joseph, Edmonton, Wheelwright. Feb 14. Hubbard & Son, Bucklersbury.

Gudgeon, Hy, Lower Edmonton, Sawyer. Feb 14. Hubbard & Son, Bucklersbury.

Hadow, Geo John, Sussex-gardens, Hyde-pk, Esq. March 31. Palmer & Co, Trafalgar-sq, Charing-cross.

Lawrence, John, Rainhill, Lancashire, Gent. Feb 16. Toulmin & Carruthers, Lpool.

Mackley, Thos Cole, St John's Hill, Wandsworth. April 13. Brown, Finsbury-pl, Finsbury-sq.

Marshall, Leonard, Wilton House, Dalston, Timber Merchant. April 15. Brown, Finsbury-pl, Finsbury-sq.
North, Fredk, Hastings, Sussex, Esq., M.P. March 25. Hunt & Co, Lewes.
Peace, Saml, Sheffield, Gent. March 1. Broomhead & Wightman, Sheffield.
Price, Wm, Leamington Priors, Warwick, Gent. March 1. Haymes & Co, Leamington.
Salmon, Harry, Pottern Manor, Wilts, Colonel. March 31. Palmer & Co, Trafalgar-sq, Charing-cross.
Taylor, John, Burlington, Yorks. Feb 18. Shepherd & Co, Beverley.
Wood, Chas, Siddington, Gloucester, Yeoman. March 1. Sewell & Co, Cicencester.
Wright, Chas, Aston, Yorks, Esq. March 1. Broomhead & Wightman, Sheffield.
Yalden, Robt, Long Sutton, Hants, Yeoman. Feb 24. Hollest & Masson, Farnham.
Yapp, Geo, Eau, Hereford, Farmer. Feb 28. Hobbes & Co, Stratford-upon-Avon.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 14, 1870.

Antrobus, Wm Dean Barlow, Collyhurst, Lancashire, Paper Maker. Dec 21. Comp. Reg Jan 13.
Capper, John, & Fredc Wm Capper, Water-pl, Tower-st, Provision Merchant. Dec 28. Comp. Reg Jan 13.
Cooke, Saml Chas, Stockton-on-Tees, Durhamshire, Schoolmaster. Dec 11. Asst. Reg Jan 11.
Crabtree, Emma, Bradford, Yorks, Tailor. Nov 30. Comp. Reg Jan 11.
Dale, Wm Hy, York, Boot Maker. Dec 24. Comp. Reg Jan 12.
Ditcham, Wm, New Brompton, Kent, Builder. Dec 17. Asst. Reg Jan 13.
Edwards, John, Ferndale Colliery, Glamorgan, Grocer. Dec 9. Asst. Reg Jan 11.
Gower, Wm, Dowlais, Glamorgan, Grocer. Dec 20. Comp. Reg Jan 12.
Gregory, Morris, Great Grimsby, Lincolnshire, Draper. Dec 9. Comp. Reg Jan 11.
Hartley, Thos, Brickfield, Lancashire, Sizer. Nov 26. Comp. Reg Jan 11.
Justyne, Wm, Bush-lane, Cannon-st, Merchant. Dec 22. Comp. Reg Jan 11.
Lewis, Chas, Oxney-villas, St John's-rd, Holloway, Builder. Dec 30. Comp. Reg Jan 12.
Logan, John, jun, Woolwich, Draper. Dec 20. Asst. Reg Jan 12.
Martin, Robt, Westminster Bridge-rd, India Rubber Manufacturer. Dec 16. Comp. Reg Jan 12.
Mirabita, Ferdinand Nicholas, County-chambers, Cornhill, General Merchant. Dec 23. Comp. Reg Jan 8.
Nicholson, Jas, Lpool, Draper. Dec 22. Comp. Reg Jan 12.
Petchell, Arthur Unthank, & Clement Thos Petchell, Kingston-upon-Hull, Oil Merchants. Dec 24. Comp. Reg Jan 12.
Plumtree, Edward, Kingston-upon-Hull, Dealer in Fancy Goods. Dec 24. Comp. Reg Jan 11.
Read, John, Gt Portland-st, Hair Dresser. Dec 17. Asst. Reg Jan 12.
Richards, Thos, Eden-grove, Holloway, Stone Mason. Dec 16. Comp. Reg Jan 11.
Sabel, Ephraim, & Fredc Sabel, Moorgate-st, Merchants. Dec 23. Asst. Reg Jan 14.
Seaton, Beckenham, Kent, Grocer. Dec 20. Comp. Reg Jan 12.
Shepherd, Alex, Bellevue-ter, Holloway, Tailor. Dec 29. Asst. Reg Jan 13.
Valentine, Wm, Earl Stsrndale, Derbyshire, out of business. Dec 11. Comp. Reg Jan 13.
Whistley, Geo Lashmer, Little Tower-st, Wholesale Sugar Dealer. Dec 29. Asst. Reg Jan 6.
Wilkinson, Moses, & Aaron Wilkinson, Halifax, Worsted Manufacturers. Dec 17. Asst. Reg Jan 13.
Williams, Enos Silvanus, Tipton, Staffordshire, Tailor. Dec 11. Asst Reg Jan 11.
Wills, Geo, Coombe Farm, Somersetshire, Leather Seller. Dec 28 Comp. Reg Jan 12.

TUESDAY, Jan. 11, 1870.

Chambers, Thos Wharram, Willerby, Yorks, Farmer. Dec 23. Comp. Reg Jan 4.
Emerson, Edwd, Gt Grimsby, Lincoln, Builder. Dec 14. Asst. Reg Jan 17.
Fardell, Thos, Gt Hermitage-st, Wapping, Contractor. Dec 30. Comp. Reg Jan 14.
Gattie, Wm, Brighton, Banker's Clerk. Nov 30. Comp. Reg Jan 17.
Godwin, John, Roath, Glamorgan, Grocer. Dec 27. Comp. Reg Jan 15.
Harris, Jas Thos, Norwich, Boot Maker. Dec 9. Asst. Reg Jan 18.
Harrison, Robt Limmer, Holloway-rd, Dealer in Fancy Goods. Dec 30. Comp. Reg Jan 18.
Headry, Thos Hunter, Warwick-pl, Grove End-rd, Parliamentary Agent. Dec 20. Comp. Reg Jan 15.
Messenger, Chas, Praed-st, Paddington, Oilman. Dec 17. Comp. Reg Jan 17.
Ogden, Wm Hy, Manch, Cigar Importer. Dec 17. Asst. Reg Jan 14.
Potter, Jas, Oldham, Lancashire, Cotton Spinner. Dec 23. Asst. Reg Jan 18.
Rutherford, Chas Hy, Westbromwich, Staffordshire, Hosier. Dec 20. Comp. Reg Jan 15.
Selway, Geo Hy, Monmouth, Tailor. Dec 24. Comp. Reg Jan 17.
Stocker, Alexander Southwood, Brunswick-ct, Bermondsey, Screw Cap Manufacturer. Dec 27. Asst. Reg Jan 17.
Ward, Geo Hy, Brampton, Hunts, Farmer. Dec 17. Asst. Reg Jan 14.
Wilkinson, Wm, Skipton, Yorks, Corn Miller. Aug 19. Asst. Reg Jan 17.

Bankrupts.

FRIDAY, Jan. 14, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Henley, Thos Leaman, Brasted, Kent, M.D. Pet April 30. Feb 2 at 2. Ashurst & Co, Old Jewry.
Pollitzer, Wm Sigmund, Fitzroy-sq, Paper Agent. Pet Dec 28. Pepys. Jan 25 at 1. Plunkett, Gutter-lane.
Rayner, Wm, Walpole-st, New Cross, Builder. Pet Dec 29. Feb 2 at 12. Bellamy, Bishopsgate-st.
Wadman, Arthur Jas Philips, Southend, Essex. Pet April 30. Feb 2 at 12. Ashurst & Co, Old Jewry.
Wright, David, Elmswell, Suffolk, Miller. Pet Dec 28. Feb 2 at 2. Aldridge & Thorn, Bedford-row, for LeGrice, Bury St Edmunds.

To Surrender in the Country.

Ackroyde, Jas, Greetland, Yorkshire, Woollen Manufacturer. Pet Dec 21. Leeds, Jan 24 at 11. Jubb, Halifax; Bond & Barwick, Leeds.
Adams, Chas, Congleton, Cheshire, Watchmaker. Pet Dec 30. Fardell. Manch, Feb 1 at 11. Chaddock, Congleton.
Allison, Joseph, Middlesborough, Yorkshire, Hay Dealer. Pet Dec 30. Leeds, Jan 26 at 11. Bainbridge, Middlesbro'; Tempest, Leeds.
Askew, Robt, Gt Ponton, Lincolnshire, Builder. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Cranch, Nottingham.
Bailey, John, Silsden-moor, Yorkshire, Labourer. Pet Dec 24. Leeds, Jan 24 at 11. Hardwick, Leeds.
Barlow, Hy, Leeds, Cloth Merchant. Pet Dec 31. Leeds, Jan 24 at 11. Carr, Leeds.
Bentley, Joseph, Birm, Coach Spring Manufacturer. Pet Dec 31. Birm, Jan 26 at 12. Beaton. Birm.
Biggin Alex, Sleaford, Lincolnshire, Ironmonger. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Toynbee & Larkin, Lincoln.
Blackburn, Tom Battye, Mirfield, Yorkshire, Book-keeper. Pet Dec 31. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Booth, Wm Shakespeare, Birm, Window Blind Maker. Pet Dec 31. Birm, Jan 26 at 12. Rowlands, Birm.
Bower, John, jun, Pudsey, Yorkshire, Worsted Manufacturer. Pet Dec 30. Leeds, Jan 27 at 11. Simpson, Leeds.
Brown, Wm Albert, Nottingham, Wine Merchant. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Cowley, Nottingham.
Clayton, John, Beckingham, Nottinghamshire, Farmer. Pet Dec 22. Leeds, Jan 26 at 11. Bladon, Gainsborough.
Collier, Tom, Goole, Yorkshire, Coal Merchant. Pet Dec 31. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Coppinger, John Murray, Leeds, Lieut on halfpay. Pet Dec 17. Marshall. Leeds, Jan 27 at 12. Dyson, York.
Credland, Wm, Wandsworth, Yorkshire, out of business. Pet Dec 29. Leeds. Jan 26 at 11. Sugg, Sheffield.
Duckett, Geo, Blackburn, Lancashire, out of business. Pet Dec 31. Fardell. Manch, Feb 1 at 11. Saward, Blackburn.
Dufton, Saml, Alfd Wm Payne, & Benj Dufton, Armley, nr Leeds, Boot Manufacturers. Pet Dec 30. Leeds, Jan 26 at 11. Harle, Leeds.
Elliott, Andrew, Lincoln, Boot Dealer. Pet Dec 31. Leeds, Jan 27 at 11. Toynbee & Larkin, Lincoln.
Exley, Geo, Leeds, Linen Manufacturer. Pet Dec 29. Leeds, Jan 29 at 11. Dibb, Barnley; Bond & Barwick, Leeds.
Farmery, Wm Knipe, Newcastle-upon-Tyne, Clerk in Holy Orders. Pet Dec 18. Gibson. Newcastle-upon-Tyne, Jan 27 at 12,30. Johnston, Newcastle-on-Tyne.
Feather, Geo, Keighley, Yorkshire, Worsted Spinner. Pet Dec 31. Leeds, Jan 27 at 11. Robinson, Keighley.
Firth, John, & Spencer Banks Booth, Bradford, Yorks, Woolstaplers. Pet Dec 30. Leeds, Jan 27 at 11. Hargreaves, Bradford; Simpson, Leeds.
Freeman, Wm, & Thos Yeoman Freeman, Otley, Yorkshire, Stonemasons. Pet Dec 21. Leeds, Jan 24 at 11. Siddall, Otley; Bond & Barwick, Leeds.
Gledhill, Geo, Leeds, Cloth Manufacturer. Pet Dec 30. Leeds, Jan 26 at 11. North & Son, Leeds.
Godfrey, Wm, Middlesbrough, Yorkshire, Brewer. Pet Dec 31. Leeds, Jan 27 at 11. Simpson, Leeds.
Goucher, John, Worksop, Nottinghamshire, Ironfounder. Pet Dec 31. Leeds, Jan 26 at 11. Branson & Coulson, Worksop.
Green, Wm, West Houghton, Lancashire, out of business. Pet Dec 30. Macrae. Manch, Feb 4 at 11. Mann, Manch.
Gunn, Stephen, Nottingham, Corn Factor. Pet Dec 30. Tudor. Birm, Jan 25 at 11. Belk, Nottingham.
Haigh, Thos Hy, Huddersfield, Yorkshire, Jeweller. Pet Dec 31. Leeds, Jan 26 at 11. Bottomley, Huddersfield; Bond & Barwick, Leeds.
Haines, Geo, Spethwick, Stafford, Tailor. Pet Dec 30. Birm, Jan 26 at 12. Wood, Birm.
Hamer, John, & Benj Grey, Headingly, Leeds, Woollen Printers. Pet Dec 28. Leeds, Jan 24 at 11. Rider, Leeds.
Hancox, Benj, Rumbelows, nr Wolverhampton, Staffordshire, out of business. Pet Dec 31. Birm. Jan 26 at 12. James & Griffin, Birm.
Harrison, Wm, Cloughton, Yorkshire, Farmer. Pet Dec 28. Leeds, Jan 24 at 11. Anderson, York; Bond & Barwick, Leeds.
Henderson, Geo Wm, Sheffield, Yorkshire, Electro Plate Manufacturer. Pet Dec 30. Leeds, Jan 26 at 11. Tattershall, Sheffield.
Hill, John Rothery, Armley, nr Leeds, out of business. Pet Dec 31. Leeds, Jan 27 at 11. Granger & Son, Leeds.
Hitchin, Thos, Handsworth, Staffordshire, Screw Manufacturer. Pet Dec 31. Birm, Jan 26 at 12. Free, Birm.
Hooton, Luke Foster, Bursiem, Staffordshire, Licensed Victualler. Pet Dec 21. Birm, Jan 26 at 12. James & Griffin, Birm.
Hoyle, Allen, Huddersfield, Yorkshire, out of business. Pet Dec 31 Leeds, Jan 26 at 11. Learoyd & Learoyd, Huddersfield Bond & Barwick, Leeds.
Jorden, Jas, Sparkbrook, Worcestershire, out of business. Pet Dec 31. Birm, Jan 26 at 12. Fitter, Birm.
Jorss, Hy Fredk, & Jas Jack, Leeds, Woollen Merchants. Pet Dec 21. Leeds, Feb 2 at 11. Simpson, Leeds.
Kellett, John, Cleckheaton, Yorkshire, Blanket Manufacturer. Pet Dec 23. Leeds, Jan 24 at 11. Terry & Co, Cleckheaton; Tempest, Leeds.
Lassen, Christopher Heinrich, Kingston-upon Hull, Merchant's Clerk. Pet Dec 22. Leeds, Jan 27 at 11. Rollitt & Son, Hull.
Livesey, Edwd, & G. Gibson, Leeds, Cloth Finishers. Pet Dec 30. Leeds, Jan 27 at 11. North & Son, Leeds.
Lord, Chas, Bradford, York, Comm Agent. Pet Dec 30. Leeds, Jan 26 at 11. Hutchinson, Bradford; Bond & Barwick, Leeds.
Mason, Thos, Hunmanby, Yorkshire, Corn Miller. Pet Dec 31. Leeds, Jan 27 at 11. Richardson, Scarborough; Simpson, Leeds.

McCallum, John, Nottingnam, Hosiery Manufacturer. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Everall, Nottingham.
McLeod, Jas, Bradford, Yorkshire, Woolstapler. Pet Dec 30. Leeds, Jan 26 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Metcalf, Dawson, Bradford, Yorkshire, Commercial Traveller. Pet Dec 23. Leeds, Jan 27 at 11. Simpson, Leeds.
Mickmahon, Joseph, Scarborough, Yorkshire, Builder. Pet Dec 30. Leeds, Jan 26 at 11. Bond & Barwick, Leeds.
Moore, John, Pickering, Yorkshire, District Road Surveyor. Pet Dec 21. Leeds, Jan 24 at 11. Bond & Barwick, Leeds.
Muddyman, Wm, Birm, Fruiterer. Pet Dec 31. Birm, Jan 26 at 12. East, Birm.
Newbold, Jas, Bradford, Yorkshire, Grocer. Pet Dec 21. Leeds, Feb 2 at 11. North & Sons, Leeds.
Nicholls, Jas, sen, Jas Nicholls, jun, & Joseph Watson, Leeds, Cloth Manufacturers. Pet Dec 30, Leeds, Jan 24 at 11. North & Son, Leeds.
Nicholls, David, Leeds, Woollen Merchant. Pet Dec 30. Leeds, Jan 26 at 11. Granger & Son, Leeds.
Pennett Edwd, Bradford, Yorkshire, Stuff Merchant, Pet Dec 31. Leeds, Jan 26 at 11. Watson & Dickons, Bradford; Bond & Barwick, Leeds.
Phillips, Wm, Walcot, Salop, Farmer. Pet Dec 31. Birm, Jan 26 at 12. Hodgson & Son, Birm.
Pitt, Geo Walsall, Staffordshire, Licensed Victualler. Pet Dec 31. Birm, Jan 26 at 12. Parry, Birm.
Potts, Hy, Kingston-upon-Hull, Yeast Merchant. Pet Dec 31. Leeds, Jan 27 at 11. Spurr, Hull.
Pycock, Hy, Leeds. Joiner. Pet Dec 31. Leeds, Jan 24 at 11. Harle, Leeds.
Renton, Jas, Otley, Yorkshire, out of business. Pet Dec 29. Leeds, Jan 24 at 11. Hartley, Otley; Bond & Barwick, Leeds.
Robinson, Saml, Rugeley, Staffordshire, Grocer. Pet Dec 31. Birm, Jan 26 at 12. Crabb, Rugeley; James & Griffin, Birm.
Rodocanachi, Demetris Konstantino, Manch, Merchant. Pet Dec 4. Fardell. Manch, Feb 2 at 11. Partington & Allen, Manch.
Scott, Geo, Bradford, Yorkshire, Stuff Merchant. Pet Dec 30. Leeds, Jan 27 at 11. Hargreaves, Bradford; Simpson, Leeds.
Scott, Robson, & Thos Robson Harrison, Sunderland, Durham, Brass Founders. Pet Dec 22. Gibson. Newcastle-upon-Tyne, Jan 27 at 12.30. Brignal, Durham.
Shackleton, Wm, Leeds, Cabinet Maker. Pet Dec 31. Leeds, Jan 24 at 11. Tennant & Co, Leeds.
Shaw, W. G. Bradford, Yorks, Cement Merchant. Pet Dec 31. Leeds, Jan 24 at 11. Rhodes, Bradford.
Shepherdson, Wm, Kingston-upon-Hull, Joiner. Pet Dec 23. Leeds, Jan 27 at 11. Stead & Sibree, Hull.
Smith, John Hodgson, & Wm Smith, Tyersall, Yorkshire, Stuff Manufacturers. Pet Dec 31. Leeds, Jan 24 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Smith, Wm, Nottingham. Braid Manufacturer. Pet Dec 31. Tudor. Birm, Jan 25 at 11. Gibson, jun, Nottingham.
Smith, Wm, Birm, Furrier. Pet Dec 31. Birm, Jan 26 at 12. Francis, Birm.
Spence, Wm Marriott, Bradford, Corn Miller. Pet Dec 29. Leeds, Jan 24 at 11. Wood & Killick, Bradford; Bond & Barwick, Leeds.
Stewart, Jas, Kingston-upon-Hull, Draper. Pet Dec 31. Leeds, Jan 27 at 11. Noble, Hull.
Thomson, Edwd, Prisoner for Debt, Aylesbury. Pet Dec 23. Watson. Aylesbury, Feb 1 at 11. Smith, Maidenhead.
Walker, Thos, Gainsborough, Lincoln shire, Eating-house Keeper. Pet Dec 31. Leeds, Jan 27 at 11. Spurr, Hull.
Wardle, Adam, Sunderland, Livery Stable Keeper. Pet Dec 31. Gibson. Newcastle-upon-Tyne, Jan 24 at 12. Graham & Graham, Sunderland.
Whittaker, Jas, Longsight, Lancashire, out of business. Pet Nov 1. Fardell. Manch, Feb 2 at 11. Jackson, Manch.
Wilby, Edwin, Ossett Common, Yorkshire, Cloth Manufacturer. Pet Dec 22. Leeds, Jan 24 at 11. Wainwright & Co, Wakefield; Bond & Barwick, Leeds.
Wood, Arthur, Hunslet, Leeds, Glass Manufacturer. Adj Dec 31. Marshall. Leeds, Jan 27 at 12. Dyson, York.

Under the Bankruptcy, Act, 1869.

To surrender in London.

Creditors must forward their proofs of deeds to the Registrar.

Bernadat, Joseph, Leadenhall-st, Hairdresser. Pet Jan 12. Spring-Rice, Registrar. Jan 25 at 2.

TUESDAY, Jan. 18, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Regan, James, Oxford-st, Whitechapel, Music Seller. Pet Dec 31. Feb 2, at 12. Digby, Gresham-st, Bank.

To Surrender in the Country.

Allin, Geo, Uttoxeter, Stafford, Auctioneer. Pet Dec 30. Birm, Jan 28 at 12. James & Co, Birm.
Coxon, John, Sneinton, Notts, Silk Dealer. Adj Dec 28. Patchitt. Nottingham, Feb 9 at 10.30.
Davis, Jos, jun., Wolverhampton, Grocer. Pet Dec 30. Birm, Jan 28 at 12. James & Co. Birm.
Greenway, Chas Wm, Lozells, near Birm, General Factor. Pet Dec 30. Birm, Jan 28 at 12. Parry, Birm.
Hyam, Jacob, Birm, out of business. Pet Dec 24. Guest. Birm, Jan 28 at 10. East, Birm.
Lamb, Sarah Ann, Huddersfield, out of business. Pet Dec 30. Jones. Huddersfield, Jan 31 at 10. Milnes, Huddersfield.
Manfield, William, Birm, Quarry Manufacturer. Pet Dec 23. Birm, Jan 28 at 12. Jacques Birmingham.
Pardoe, Chas, Hanley, Stafford, Licensed Victualler. Pet Dec 30. Birm, Jan 28 at 12. Homer. Brierley-hill.
Rogers, Wm, Huddersfield, Auctioneer. Pet Dec 31. Jones. Huddersfield, Jan 31 at 10. Freeman. Huddersfield.
Ross, John Chas, Lozells, near Birm, Manager and Barman. Pet Dec 30. Birm, Jan 28 at 12. Fallows, Birm.
Taylor, Joseph, Syke, Lancashire, Warehouseman. Adj Dec 13. Jackson. Rochdale, Jan 29 at 10. Standring, jun., Rochdale.
Thompson, Wm, Prisoner for debt, Stafford. Adj Dec 13. Brown. Wolverhampton, Jan 27 at 12.
Winkett, Chas, Birm, Provision Dealer. Pet Dec 29. Guest. Birm. Jan 20 at 10. Walker, Wellington, Salop.

Under the Bankruptcy Act, 1869.

To surrender in London.

Creditors must forward their proofs of debts to the Registrar.

Crowhurst, Anthony Morris, Aldermanbury, Importer of Fancy Goods. Pet Jan 17. Murray, Registrar. Feb 7 at 11.
Trevett, John, Rye-lane, Peckham, Ironmonger. Pet Jan 14. Spring-Rice. Feb 3 at 11.

To surrender in the Country.

Creditors must forward their proofs of debts to the Registrar.

French, Chas Hancock, Bendyshe Hall, Radwinter, Essex, Farmer. Pet Jan 15. Eadon. Cambridge, Feb 5 at 2.
James, Robt, Manchester, Joiner. Pet Jan 13. Kay. Manchester, Feb 9 at 1.
Reynolds, Joseph, Lpool, Butcher. Pet Jan 12. Hime. Lpool, Feb 1 at 2.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 14, 1870.

Brown, John, Kingston-upon-Hull, Cowkeeper. Dec 22.
Fenwick, John Clerevaulx, Newcastle-upon-Tyne, Attorney. Dec 31.
Gooch, Robt, Hertford-road, Kingsland-road. Jan 11.

TUESDAY, Jan. 18, 1870.

Markcrow, Jas Isaac, Kingston-upon-Hull, Fish Merchant. Dec 30.
Rippon, Thos, Great Grimsby, Lincoln, Ship Chandler. Jan 15.
May, Jas, Bristol, Beerhouse Keeper. Jan 10.